

CAUTION NOTICE

SP0300-00-R-D041

PRIME VENDOR SOLICITATION FOR THE NEW ENGLAND STATES

THIS ACQUISITION IS UNRESTRICTED. OFFERS WILL BE ACCEPTED FROM BOTH LARGE AND SMALL BUSINESSES. FIRMS DO NOT HAVE TO BE FULL-LINE FOOD SERVICE DISTRIBUTORS TO SUBMIT AN OFFER IN RESPONSE TO THIS REQUEST FOR PROPOSAL.

THIS SOLICITATION INCORPORATES TWO SEPARATELY DESIGNATED ZONES. IT IS THE GOVERNMENT'S INTENT TO MAKE TWO (2) INDEFINITE QUANTITY CONTRACT (IQC) AWARDS FOR A ONE (1) YEAR BASE TERM WITH FOUR (4) ONE YEAR OPTIONS FOR EACH ZONE. ACCEPTANCE OF THESE PROVISIONS BY THE OFFEROR IS MANDATORY. FAILURE TO INDICATE ACCEPTANCE OF THE OPTIONS BY:

- SPECIFYING A YEARLY OPTION DOLLAR INCREASE OR DECREASE; OR
- STATING THAT THERE WILL BE NO CHANGE IN OPTION PRICING; OR
- SUBMITTING COMPLETE PRICING INFORMATION FOR ALL OPTION YEARS,

MAY BE DEEMED AS NON-ACCEPTANCE OF THE OPTION AND COULD RESULT IN THE REJECTION OF BOTH THE TECHNICAL AND BUSINESS PROPOSALS. WHEN QUOTING DISTRIBUTION FEE INCREASES THEY MUST BE QUOTED IN DOLLARS AND CENTS, NOT AS A PERCENTAGE.

THE GUARANTEED MINIMUM FOR THIS CONTRACT WILL BE 25% OF THE ESTIMATED AWARD DOLLAR VALUE. THE MAXIMUM CEILING WILL BE 125% OF THE ESTIMATED AWARD DOLLAR VALUE. IN THE EVENT OF EMERGENCIES, THE GOVERNMENT MAY UNILATERALLY EXECUTE A HIGHER CEILING AT 150% OF THE ESTIMATED AWARD DOLLAR VALUE.

OFFERORS SHOULD READ THE SOLICITATION VERY CAREFULLY. PLEASE ENSURE THAT ALL REQUIRED INFORMATION IS INCLUDED WITH YOUR PROPOSAL IN THE ORDER THAT IT IS REQUESTED, AND THAT ALL CLAUSES THAT REQUIRE A RESPONSE ARE COMPLETED. MISSING OR INCOMPLETE INFORMATION MAY RESULT IN THE ELIMINATION OF THE PROPOSAL FROM FURTHER CONSIDERATION. ALL TERMS AND CONDITIONS OF THE SOLICITATION SHOULD BE THOROUGHLY REVIEWED. ANY QUESTIONS REGARDING INTERPRETATION OF THE TERMS, CONDITIONS, OR REQUIREMENTS OF THIS SOLICITATION SHOULD BE DIRECTED TO THE CONTRACTING OFFICER, RAYMOND JACQUETTE, AT 215-737-5888 OR THE CONTRACT SPECIALIST, CARMEN ADAMO, AT 215-737-2086.

SOLICITATION NO: SP0300-00-R-DO41
NEW ENGLAND STATES - NORTHEAST REGION

ALL OFFERORS SHOULD READ THE LIST OF MARKET BASKET OF ITEMS **VERY CAREFULLY**. THE COMPLETE LISTING IS ON PAGES 122 – 129 FOR ZONE 1 (ACTIVITIES IN CT, MA & RI) AND PAGES 130-135 FOR ZONE 2 (ACTIVITIES IN ME, VT & NH).

OFFERORS WILL BE REQUIRED TO PRESENT THE MAJORITY OF THEIR TECHNICAL PROPOSAL IN THE FORM OF AN ORAL PRESENTATION. THE COMBINATION OF THE ORAL PRESENTATION, SITE VISIT AND WRITTEN PROPOSAL WILL CONSTITUTE THE TECHNICAL PROPOSAL. THE TECHNICAL PROPOSAL, IN CONJUNCTION WITH THE BUSINESS PROPOSAL, WILL BE USED TO EVALUATE AND SELECT THE PRIME VENDOR DETERMINED TO BE THE BEST VALUE TO THE GOVERNMENT UTILIZING THE "TRADE-OFF" PROCESS. BOTH THE TECHNICAL AND BUSINESS PROPOSALS MUST BE SUBMITTED IN ACCORDANCE WITH SOLICITATION REQUIREMENTS AS WRITTEN IN THIS SOLICITATION. YOU ARE ADVISED TO REVIEW ALL INSTRUCTIONS THOROUGHLY AND CAREFULLY.

THE DEFENSE SUPPLY CENTER PHILADELPHIA – DIRECTORATE OF SUBSISTENCE WILL CONDUCT A PREPROPOSAL CONFERENCE TO FURTHER CLARIFY AND DISCUSS THE REQUIREMENTS OF THIS SOLICITATION. ATTENDANCE IS STRONGLY SUGGESTED. IF YOU PLAN TO ATTEND, PLEASE SEND A FAX (215-737-2579) LETTER WITH THE COMPANY'S NAME, NAMES AND TITLES OF THE REPRESENTATIVES THAT WILL BE ATTENDING. ANY VENDOR WHO WISHES TO SUBMIT QUESTIONS TO BE ADDRESSED AT THE CONFERENCE MAY DO SO PROVIDED THEY ARE RECEIVED TWO (2) DAYS PRIOR TO THE DATE AND TIME SET FOR THE CONFERENCE. THIS INFORMATION MAY BE FAXED TO RAYMOND JACQUETTE, CONTRACTING OFFICER OR CARMEN ADAMO, CONTRACT SPECIALIST, AT 215-737-2579 OR 3376. THE CONFERENCE WILL BE HELD AT:

DEFENSE SUPPLY CENTER PHILADELPHIA
700 ROBBINS AVE
PHILADELPHIA, PA 19111
BUILDING 6
NOVEMBER 29, 2000 930 AM PHILADELPHIA LOCAL TIME

ALL VISITORS MUST CHECK IN AT THE SECURITY DESK IN BUILDING 3109 AT THE MAIN GATE TO RECEIVE VISITOR'S PASSES. AFTER YOU HAVE CHECKED IN YOU CAN PROCEED TO BUILDING 6, SECTION B, THE SUBSISTENCE MEDIUM CONFERENCE ROOM, ROOM 6B232.

CAUTION NOTICE

In order to continue doing business with any DoD Agency, regardless of whether it is via EC/EDI or not, you must be registered in the DoD Central Contractor Registration database. **For registration information or assistance, visit the Central Contractors Registration Web site (<http://ccr.edi.disa.mil/>) or call 1-800-334-3414.**

If contractors are not able to register electronically, you may also register through your VAN (Value Added Network) provider, with support from the Electronic Commerce Resource Centers (ECRCs) listed below, or with support from the Procurement Technical Assistance Centers (PTACs).

ECRC support for trading partners whose company name begins with the letters A-K, should contact:

Palestine ECRC
2000 South Loop 256, Suite 11
Palestine, TX 75801
(903) 729-5570 or 1-888-CCR-2423
Fax (903) 729-7988

ECRC support for trading partners whose company name begins with the letters L-Z, should contact:

CCR Registration Assistance Center (CTC)
Johnstown ECRC
1450 Scalp Ave.
Johnstown, PA 15904
(814) 262-2325 or 1-888-CCR-2423
Fax (814) 266-2326

For contractors who only want to **renew** their CCR registration, the web site is:
<http://ccr.edi.disa.mil>.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 154	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0300-00-R-D041	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Carmen Adamo		b. TELEPHONE NUMBER (No collect calls) (215) 737-2086		6. SOLICITATION ISSUE DATE November 15, 2000	
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE, BLDG. 6 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092 NOTE: MAIL/HANDCARRY/TRANSMIT OFFER AS SPECIFIED ON PAGE 3				10. THIS ACQUISITION IS		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	
				<input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR		<input type="checkbox"/> SEE SCHEDULE	
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC 422410 SIZE STANDARD 500		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A	
				14. THIS ACQUISITION IS <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO SEE SCHEDULE				16. ADMINISTERED BY SAME AS BLOCK 9			
17a. CONTRACTOR/OFFEROR TELEPHONE NO.				18a. PAYMENT WILL BE MADE BY SEE SCHEDULE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	FULL LINE FOOD DISTRIBUTION						
	SEE SCHEDULE FOR LIST OF SUPPLIES						
	<i>(Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u> </u> OFFER DATED <u> </u> YOUR OFFER ON SOLICITATION <input type="checkbox"/> BLOCK <u> </u> 5). INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				RAYMOND F. JACQUETTE, III			
32a. QUANTITY IN COLUMN 21 HAS BEEN				33. SHIP NUMBER		34. VOUCHER NUMBER	
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE SIGNED		36. PAYMENT		37. CHECK NUMBER	
				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
						40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE SIGNED		42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			

CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)

BLOCK 8 (continued):

Offer due date/local time:

December 19, 2000, 3:00 p.m. local Philadelphia time

Block 9 (continued):

- ☐ All offers/modifications/withdrawals must be plainly marked on the outermost envelope with the solicitation number, closing date, and time set for the receipt of offers.

- ☐ Send **Mailed Offers** to:

Defense Logistics Agency
Defense Supply Center Philadelphia
Post Office Box 56667
Philadelphia, Pa 19111-6667

- ☐ Deliver **Handcarried Offers**, including delivery by commercial carrier to:

Defense Supply Center Philadelphia
Business Opportunities Office
Bldg. 36, Second Floor
700 Robbins Avenue
Philadelphia, Pa 19111-5092

All hand-carried offers are to be delivered to the business opportunities office between 8:00 AM and 5:00 PM, Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103.

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service "hand-carries" the offer/modification/withdrawal to the business opportunities office prior to the scheduled opening/closing time.

- ☐ **Note: Facsimile offers are not acceptable.**

- ☐ Transmit facsimile revisions of offers to: 215-737-9300, 9301, 9302, or 9303.

CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)

BLOCK 17A. (CONTINUED):

OFFERORS: SPECIFY CAGE CODE: _____

DUNS NUMBER: _____

FAX NUMBER (S): _____

E-MAIL ADDRESS: _____

BLOCK 17B. (CONTINUED)

****REMITTANCE WILL BE MADE TO THE ADDRESS THAT THE VENDOR HAS LISTED IN THE CENTRAL CONTRACT REGISTER (CCR).**

BLOCKS 19-24 (CONTINUED):

SEE SCHEDULE OF ITEMS STARTING ON PAGE 122.

COPIES OF CURRENT CATALOG (STOCK NUMBER AND ITEM DESCRIPTION) FOR EACH ZONE, AND CURRENT LISTING OF NATIONAL ALLOWANCE PROGRAM AGREEMENT HOLDERS, ARE AVAILABLE UPON REQUEST.

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- Attachment 2: STORES EDI Information
& 810 Transaction Set
- Attachment 3: Site Visit Presentation check list
- Attachment 4: Corporate Experience and Past
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- Attachment 5: Business Proposal spreadsheet format

SUPPLIES / SERVICES AND PRICES

I. GENERAL INFORMATION

A. The purpose of this solicitation is for the Defense Supply Center Philadelphia (DSCP) to establish two (2) Indefinite Quantity Contracts to provide subsistence products to the military and other Federally funded customers in: Zone 1, the states of Connecticut, Massachusetts and Rhode Island, and in Zone 2, the states of Maine, New Hampshire and Vermont. In addition to the military customers within these states, other non-Department of Defense (DOD) customers may also be supported. An Indefinite Quantity Contract (IQC) provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor. (FAR 16.504 (a))

B. It is the intent to make one Prime Vendor award for each of the two zones. However, the Government reserves the right to make more than one award.

II. CURRENT CUSTOMERS

Each customer installation listed below may include multiple delivery points, as listed in the Deliveries and Performance section of this solicitation. In order to provide an estimate of the size of each customer, an approximate dollar value has been annotated.

Zone 1

<u>Installation</u>	<u>Service</u>	<u>Approximate Annual Total Purchases</u>
Groton Naval Sub Base	Navy	\$2,734,000.00
Groton NSB CDC	Navy	\$ 43,000.00
NETC Newport	Navy	\$ 940,000.00
Grafton Job Corps Center	Non-DoD	\$ 125,000.00
USCG Cape Cod	Coast Guard	\$ 116,000.00
Hanscom AFB CDC	Air Force	\$ 79,000.00
Massachusetts ANG	Air National Guard	\$ 72,000.00
Sgt. Shriver Job Corps Center	Non-DoD	\$ 50,000.00
USS Constitution	Navy	\$ 35,000.00
Natick	Army	\$ 30,000.00
Rhode Island ANG	Air National Guard	\$ 20,000.00
Connecticut ANG	Air National Guard	\$ 13,000.00

Zone 2

<u>Installation</u>	<u>Service</u>	<u>Approximate Annual Total Purchases</u>
Winter Harbor	Navy	\$ 80,000.00
NAS Brunswick	Navy	\$ 100,000.00
Portsmouth NSY	Navy	\$ 1 00,000.00
Bath Iron Works	Navy	\$ 1 50,000.00
Penobscot Job Corps Center	Non- DoD	\$ 75,000.00
Vermont ANG	Air National Guard	\$ 50,000.00

III. ITEMS

A. This solicitation is for the procurement of Total Food and Beverage support to DoD and non-DoD customers. Not included in this solicitation are the following items:

Fresh fruits and vegetables, procured by DSCP's FF & V CBU
Fresh milk and dairy products, bread and bakery products, and donuts, procured
on separate contracts
"Brand Name" Bag-in-Box Soda, procured by DSCP's Central Contracting Office
Non-foods (disposable items)

However, the government reserves the right to add these classes of food products after award. If these classes of food products are added, appropriate distribution fees will be negotiated.

B. The offeror must submit two (2) copies of its most complete and current product listing, including current prices, for all items (food, beverage, and non-food) as part of the business proposal.

IV. PRICING

A. Pricing will be based on the following formula:

$$\text{Unit Price} = \text{Delivered Price} + \text{Distribution Price}$$

Definitions:

1. Unit Price - The unit price is defined as the total price charged to DSCP per unit for a product delivered to the government.

2. Delivered Price - The "delivered price" is defined as the last invoice price of a product the prime vendor has paid a manufacturer or supplier for that product delivered to its distribution point. This is sometimes referred to as "landed cost".

3. Distribution Price - The distribution price is defined as a firm fixed price, offered as a dollar amount, which represents all elements of the contract price other than the delivered price. The distribution price typically consists of the prime vendor's projected general and administrative costs, overhead, packaging costs, transportation costs from the prime vendor's distribution point, any other projected expenses associated with the prime vendor function, and anticipated profit. This distribution price is intended to reflect the difference between the delivered price and the unit price to deliver the specified product to the ordering activity. This distribution price shall represent the amount to be added to the actual invoice price paid to the manufacturer or supplier by the prime vendor for each food or beverage item. The price submitted can be no more than two (2) places to the right of the decimal point. This dollar amount shall remain constant for the complete term of the contract.

B. The majority of customers listed within each zone will be utilizing the Government's ordering system, STORES, (the Subsistence Total Order and Receipt Electronic System). STORES requires that pricing be fixed at the time the order is placed, provided that delivery is requested within the time frame of six days starting the day after the order is placed. If delivery is not requested until after this time frame, pricing will be as of the delivery date.

1. For example, orders placed on 1 March will be priced at time of order, if the delivery is required between 2 March and 7 March, inclusive. If delivery is not required until 8 March, or after, the order will be priced with those prices in effect at the time of delivery.

C. Vendors may change prices in their STORES Vendor Item Catalog weekly. The submissions are to be made by Thursday, to be in effect the following Sunday. All price changes must be submitted to DSCP via the 832 EDI Transaction Set. This transmission must be received by Thursday, 1:30 PM Philadelphia time. See Attachment 2 page ## "EDI Implementation Guidelines" for more information on the various EDI transaction sets required under this contract. DSCP will review the 832 EDI

transaction set to check for price and other changes; however, the accuracy of the vendor item catalog is the responsibility of the prime vendor.

D. Vendors may submit alternate price change submissions (832 Updates). However, it should be noted prices cannot be updated more than once a week. For example, it may benefit both the offeror and the government to submit prices bi-weekly on Thursday. Price changes will only take effect the Sunday following their submission as new catalogs are issued to the customers for Monday morning download.

E. The items to be procured under this contract shall be broken down into separate food categories for purposes of proposing distribution prices. For the Distribution Price Category only, prices are to be offered in the same manner in which you sell the product. For example, if you sell a product by the "case", then the distribution price will be by the "case", whereas if you sell the product by the "pound" or by the "each", the distribution price would be listed accordingly. Distribution prices shall be formatted to no more than two (2) places to the right of the decimal point, for example \$10.50. Offerors may utilize the Government's food category listing below, or submit their version of food categories. **There is an upper limit of fifty (50) categories that one may submit.** It is highly recommended that this list be utilized. However, deviations will be accepted provided that the additional categories are reasonable and NOT in excess of the 50 category limit.

1. Chilled Meats
2. Frozen Meats
3. Chilled Poultry
4. Frozen Poultry
5. Frozen Fish
6. Frozen Shellfish
7. Bakery and Cereal Products
8. Beverages (with or without equipment)
9. Bouillon and Soups (Canned and Dried)
10. Jams and Jellies
11. Ice Cream Products
12. Fluid Milk and Milk Products
13. Butter and Margarine
14. Other Dairy Products not mentioned
15. Condiments, Salad Dressings and Spices
16. Confections, Nuts and Sugars
17. Eggs
18. Bread Products
19. Dietary Products
20. Fats and Oils
21. Other Semi-perishable items not mentioned above
22. Other Perishable Items not mentioned above
23. Related non-foods (disposable items)
24. MUSIC Items (**M**ilitary **U**nique **S**ubsistence **I**tem **C**oordination)*

*NOTE: This category must be included in all proposals. The distribution price for MUSIC items only include those costs associated with storing, handling, shipping, and transportation. It should not include acquisition costs, and other associated overhead, as the vendor will not incur these costs. Additional information can be found in paragraph 12.

V. BACKUP PRIME VENDORS

The offeror(s) awarded the prime vendor contracts for each zone may become a potential backup supplier for other zones should a prime vendor in an adjacent or nearby zone, in an extremely rare instance, be unable to support, one, some, or all of the customers in that assigned zone. The Offeror's agreement to perform as a potential backup prime vendor is required; however, if this rare situation does arise, a contractor's assignment to act as a backup to any or all customers in another zone would be negotiated through a bilateral agreement/modification to the contract. As part of this agreement, the distribution fees for the backup prime vendor to support the customers of another zone would be negotiated at that time. These measures would be taken to preclude the need to re-solicit for support to the affected customers, as well as to maintain the required service to these customers.

VI. AWARD DETAILS

Any awards made against solicitation SP0300-00-R-D041 will result in an Indefinite Quantity Contract of one (1) base year plus four (4) one year options. The Government intends to make one award for each zone, but reserves the right to award more than one contract per zone.

VII. ESTIMATED VALUE / GUARANTEED MINIMUM/MAXIMUM

The estimated dollar value, inclusive of the base year plus four (4) option years, for each zone is:

Zone 1 (Ct, Ma & RI) - \$22,150,000.
Zone 2 (Me, NH & Vt) - \$ 4,750,000.

The guaranteed minimum will be twenty-five (25%) percent of the estimated award dollar value **per contract period**. The maximum ceiling will be one hundred and twenty-five percent (125%) of the estimated dollar value per contract period. In the event of emergencies and/or mobilization, the Government reserves the right to unilaterally execute a higher alternate ceiling, this alternate ceiling shall be one hundred and fifty percent (150%) of the estimated dollar value per contract period of this acquisition. The maximum ceilings are not negotiable.

VIII. OPTIONS

A. There are four (4) one-year options in this solicitation. Acceptance of these options by the successful prime vendor is **mandatory**. The distribution prices that are offered for each option year shall be offered as a percentage, whether it is an increase or decrease, from the base year. The Distribution prices offered will be calculated with the delivered price proposed for each evaluated item.

B. Prices will be evaluated inclusive of the options, i.e. the totals for all prices for the base year plus option years will be added together to arrive at the total aggregate dollar value. This dollar value will be used as the basis for evaluating offers.

C. Offerors are reminded, that at any point during the base year, or one of the option years that the contract reaches its maximum monetary ceiling of 125% (150% in case of surge/mobilization), the Government reserves the right to exercise the option earlier than one (1) year after the award date.

IX. NON-COMPETITION

The offeror warrants that he will not actively promote, encourage, or market any of the customers on this acquisition away from a resultant DSCP contract and onto a contract of any other Government agency or commercial entity.

X. FRESH FRUIT and VEGETABLES

Customers supported under this contract are expected to order their Fresh Fruits and Vegetables from the Defense Subsistence Office (DSO) under a separate award.

XI. MUSIC

MUSIC stands for "Military Unique Subsistence Item Coordination." The Navy has designated the items listed below as "military unique." These items are required for Naval Ships Afloat, but are not limited to just the Navy as other customers may order these items. DSCP has contracted with Advocacy and Resources Corporation to maintain a supply of these items to be provided to the Prime Vendors. The MUSIC contract provides for shipment of products ordered by the Prime Vendor no sooner than 5, but not later than 7, working days after receipt of order. It is mandatory that you obtain the MUSIC items listed below from:

Advocacy & Resources Corporation
435 Gould Drive
Cookeville, TN 38506
POC: Ms. Terri McRae

Voice: 615-432-5981

Fax: 615-432-5987

MUSIC ITEMS:

NSN	ITEM
8910-00-082-5734	Cottage Cheese, Dehydrated, No. 10 Can
8910-00-965-1553	Egg Mix, Dehydrated, No. 3 Cylinder Can
8910-01-091-7209	Nonfat Dry Milk, 4 Lb. Can
8915-00-004-6676	Potato Mix, Dehydrated, No. 10 Can
8920-00-165-6868	Flour, Bread, 35 Lb. Can
8925-00-223-5504	Sugar, Granulated, 35 Lb. Can
8925-00-682-6705	Syrup, Imitation, Maple, No. 10 Can
8940-00-131-8693	Dessert Powder, Pudding, Chocolate, No.10 Can
8940-00-131-8761	Dessert Powder, Pudding, Vanilla, No. 10 Can
8945-00-080-9396	Shortening, 5 Gallon Can
8945-01-364-7357	Salad Oil, Canola, 6 Gallon Can
8955-00-286-5372	Coffee, Roasted and Ground, 20 Lb. Can

XII. MARKET READY ITEMS

A. Fresh bread items (primarily sliced bread and rolls) and fresh dairy items (fluid milk, cultured products) are procured by DSCP and are not expected to be ordered from the Prime Vendor. It is anticipated that DSCP will enter into contracts with local suppliers for the above stated items. Local vendors will deliver these items directly to the customers.

B. If, after contract award, the ordering activities have need for the Prime Vendor to deliver some or all of these items, the Contracting Officer and Prime Vendor will determine the availability and establish a mutually agreed upon start-up period and negotiate a distribution price for this service.

XIII. RELATED NON-FOOD ITEMS

A. This solicitation does not include disposable products (related non-food items including, but not limited to, plastic, foam, paper goods and cleaning supplies) associated with the preparation or serving of food. However, it is anticipated that this class of items will be added during the life of these contracts.

B. The offeror **must** provide a distribution price for this category.

C. DSCP is currently working to add Non-Food (Relating to Foodservice) items to its' Prime Vendor contracts. Upon this implementation certain items will require sourcing via NIB/NISH centers/stores. The exact items will be furnished when the program is finalized.

XIV. MANDATORY ITEMS - FOOD

A. The items listed below, in stated size/package or any size/commercial packaging equivalent, must be purchased exclusively from the designated National Industry for the Blind (NIB) or National Industry for the Severely Handicapped (NISH) workcenter and must become part of the prime vendor's catalog. The Prime Vendor must contact the mandatory source of supply to ascertain if the specific size needed by the customer is available from the mandatory source, prior to obtaining these items from another source. (Note: the individual stock number will vary based upon size/packaging of product to be cataloged.)

<u>NSN</u>	<u>ITEM</u>
8920-00-782-6353	Pancake Mix, No. 10 can
8920-00-823-7221	Cake Mix, Devil's Food, No. 10 can
8920-00-823-7223	Cake Mix, Gingerbread, No. 10 can
8950-01-079-6942	Paprika, Ground 3, 4 or 5 oz. jar
8950-01-254-2691	Garlic Powder, 1 lb. jar

B. List of Suppliers

1. Pancake Mix, Devil's Food Cake Mix and Gingerbread Cake Mix:

Advocacy & Resources Corporation
435 Gould Drive
Cookeville, TN 38506
POC: Ms. Terri McRae
Voice: 615-432-5981
Fax: 615-432-5987

2. Garlic Powder and Paprika:

Unistel Continental Development Service, Inc.
650 Blossom Road
Rochester, NY
POC: Mr. Jack Pipes
Voice: 1-800-864-7835 X252

C. If a Prime Vendor is advised that any of the above items are not available from the supplier, the Contracting Officer must be immediately notified.

XV. REBATES / DISCOUNTS

A. The following instructions for rebates and discounts refer to those which are in addition to NAPA's and Food Show Discounts. As discussed in the following sections, NAPA's and Food Show Rebates **MUST** be given in the form of a deviated price.

B. Rebates and discounts are to be returned to DSCP when they are directly attributable to sales resulting from orders exclusively submitted by DSCP or its customers. Additionally, any rebates and discounts offered to any commercial customer or other Government organization shall be given to DSCP or its customers in the form of an up-front price reduction. The discount/allowance shall be reflected via a reduced STORES price, resulting in a lower invoice price to the customer.

C. The Prime Vendor shall be as aggressive as possible in pursuing all rebates, including mail-in coupons and discounts for the customers supported under this contract. Notwithstanding the requirements included herein, the offeror warrants, at a minimum, that DSCP and its customers will receive rebates and discounts equal to or better than the offeror's most favored commercial or other Government customer. The offeror will provide a description of those rebates and discounts meeting the requirements herein as part of its offer in accordance with the provisions outlined in the "Instructions, Conditions and Notices to Offeror's" section of this solicitation.

D. A rebate report shall be provided to the Contracting Officer on a monthly basis. This Rebate report shall be a break out of all rebates by manufacturer, then sorted by customer/dining facility. The final procedures relative to managing and returning lump sum rebates will be based on the final proposal and confirmed after award. The Government, however, reserves the right to audit applicable records to ensure proper administration of the rebate program and ensure that moneys due to the Government have been properly returned in accordance with the offer.

XVI. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA)

A. Definitions:

1. Agreement Holder - the supplier or manufacturer that has agreed to offer discounts to DSCP on product ordered under DSCP Prime Vendor contracts.

2. National Allowance Program - the program implemented by the Defense Supply Center Philadelphia (DSCP) to maximize the leverage of DSCP's buying power and reduce the overall delivered price under Prime Vendor Contracts to the customers of DSCP.

3. National Allowance Program Agreements (NAPA's) – agreements between DSCP and suppliers/manufacturers which identify product category allowances. These allowances or discounts apply only to the delivered/invoice price of the product. The NAPA does not affect the Prime Vendor's distribution price or fee in any way.

B. DSCP has implemented a NAPA Program as part of the Subsistence Prime Vendor program. Under the NAPA Program, DSCP will enter into agreements with suppliers/manufacturers offering domestic product.

C. Under the NAPA Program, Agreement Holders will:

1. Authorize and consent to allow the contractor to distribute its products to ordering activities under the Prime Vendor Program.

2. Offer discounts on the delivered price of the product ordered under Prime Vendor contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted via the 832-catalog transaction.

D. NAPA's neither obligate the Prime Vendor to carry, nor the ordering activity to purchase, any of the agreement holders products; however NAPA terms will apply to any order placed by a customer for products covered by a NAPA, in which case the invoice price must reflect the NAPA.

E. If a contractor has a pricing agreement/arrangement with more favorable terms and/or pricing structure, then the contractor is required to pass on these savings to the customer.

F. Under a contract resulting from this solicitation:

1. Within five (5) working days from notification of award, the awardee will contact Marty Lieb, Program Manager, NAPA Team, 215-737-4210. The NAPA Team will provide general instructions and a password to access the allowances on the NAPA website.

2. The Prime Vendor agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiates a bill-back to the agreement holder, if any activity orders any product covered by a NAPA. The agreement holder will reimburse allowances to the Prime Vendor within a time period mutually agreeable to the Prime Vendor and the agreement holder.

3. Any disputes involving the NAPA between the Prime Vendor and the agreement holder will be resolved between them according to their own commercial practice. However DSCP will attempt to facilitate any such disputes.

G. The NAPA Program is for the exclusive use of DSCP customers purchasing product under the resultant contract.

XVII. FOOD SHOWS

A. DSCP actively participates in vendor Food Shows for the purpose of obtaining food show "allowances". These allowances are negotiated by DSCP with each exhibitor at the Food Show, whether it is a broker representing several firms, the distributor representing a firm, or the manufacturer directly. In addition, other procedures in accordance with a vendor's normal commercial practice may be used to negotiate the allowances or savings.

B. The Prime Vendor is required to advise the Contracting Officer and/or Account Manager of all Food Shows that are conducted throughout the course of the contract. This includes Annual Shows, as well as Regional and/or Mini Food Shows. The Government reserves the right to participate.

C. Approximately one (1) week prior to the food show, the Prime Vendor shall furnish the Contracting Officer and/or Account Manager the following information:

1. List of brokers/manufacturers attending the Food Show;
2. Map showing the locations of booths;
3. Effective period of the allowances;
4. Statement as to whether the allowances are applicable to all orders placed within the effective period, or for only the amount of product booked; and

5. Usage report for all customers covered by the contract. This data shall represent the same number of weeks as the effective period of the allowances. The data shall be a consolidation of all customers, and be sorted in booth order sequence. At a minimum the following elements are required:

- a. Vendor Part Number
- b. Description of item
- c. Usage quantity
- d. Manufacturer/Brand
- e. Booth Number of the exhibitor and the products they represent.

D. At the end of the Food Show allowance period, the vendor shall submit to the Account Manager a Food Show savings report by customer. This shall be completed within 3 weeks of the ending of the allowance period.

E. Food Show Allowances must be passed on to the customers directly as a deviated price. Accordingly, when the applicable items are ordered, the price must reflect the discount if ordered during the specified time frame. The deviated price is the price that is to be submitted via the 832-catalog transaction.

XVIII. CUSTOMER SERVICE

A. The Prime Vendor shall treat each and every customer covered under this contract as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customers covered under this contract.

B. The customers in these zones have periodic food menu board meetings and the Prime Vendor may be invited to attend these meetings. At these meetings the customers not only review their internal business practices, but the offeror can utilize this forum to show new products, demonstrate product preparation, provide nutritional information and address any other concerns the customer may have. Offerors shall address how they will take part in these forums and value added services they will employ to enhance these meetings, as requested in the section entitled "Submission Requirements".

XIX. NEW ITEMS

A. If a customer desires to order an item that is not part of the contractor's inventory, the Prime Vendor will be allowed a maximum of thirty (30) days to source the item, obtain a stock number from DSCP and add the item to Vendor Item Catalog via an 832 catalog transaction. These items should then become a permanent part of the Prime Vendor's inventory if it appears that these items will be ordered on a regular basis.

B. The successful awardee shall assume the responsibility of introducing new food items to the customers, as well as to show cost effective alternatives to their current choices.

XX. ADDITIONAL CUSTOMERS

A. The Government reserves the right to add DoD and non-DoD customers in the solicited area to the Prime Vendor contract based on mutually agreed upon implementation plan. If a customer is on the border of one of the surrounding states, in an area where the Prime Vendor in that area does not normally deliver, the successful offeror of this contract may be required to service those customers.

B. The additional customers can not increase the dollar value of the contract by more than 25%. It should be noted that the 25% new business would also be allowable at the maximum ceiling and the alternate higher ceiling.

C. To the extent that the customers supported under the contract do not meet the estimated dollar value, the Contracting Officer reserves the right to add more than 25% additional business.

D. Additional customers are limited to those that receive Federal funding.

XXI. CENTRAL CONTRACTS

DSCP's Central Contracting Office administers contracts for Coca-Cola, Pepsi, and Dr. Pepper Bag-in-Box and canned soda, Food Service Equipment, and the MUSIC items. Additional information and points of contact can be located on the DSCP web page using the following web site:

<http://www.dscp.dla.mil/subs/beverage.htm>

XXII. BREAKING CASES

Under the proposed contracts, the awardee will be required to break cases for the following items: baking powder; baking soda; extract, rum; flavoring, imitation smoke; flavoring, imitation maple; flavoring, pure; gelatin, plain; horseradish, grated; mayonnaise; molasses; nuts, pecan; oil, olive; oil, sesame; olives, green; olives, black; pie filling, pumpkin; sauce, bbq; sauce, picante; sauce, soy; sauce, teriyaki; sauce, tomato; spice; toppings, sprinkles; vinegar, cider; vinegar, white; vinegar, wine; sherry, cooking; yeast, dry, active. If your company has additional items for which you normally break cases, you should indicate those items in your offer.

DESCRIPTIONS / SPECIFICATIONS

I. DEFENSE APPROPRIATIONS ACT

A. All items supplied under the contract awarded, as a result of this solicitation must comply with the Berry Amendment (10 U.S.C. Section 2241, Note 1) and the provisions of Clause 252.225-7012. These references require that all items supplied under the contract be grown and produced in the United States or its possessions.

B. Vendors are reminded that the annual Defense Appropriations Act requires that all food products supplied to the military, which are paid for by appropriated funds, must be 100% grown and produced in the United States or its possessions. This would not apply to commissary resale items or for the acquisition of those specific items listed as follows:

Bananas	Beef, corned, canned
Beef Extract	Brazil Nuts, unroasted
Capers	Cashew Nuts
Castor Beans and Oil	Chestnuts
Chicle	Cocoa Beans
Coffee, raw or green bean	Oranges, mandarin, canned
Spices and herbs, in bulk	Tapioca, flour and cassava
Tea, in bulk	Thyme oil
Olive Oil	Sugars, raw
Vanilla beans	
Olives (green), pitted or unpitted or stuffed in bulk	
Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared forms.	

C. For additional information, please consult the DoD FAR Supplement at 25.70 "Appropriations Act Restrictions" and/or contact the Contracting Officer.

D. During the year, the Contracting Officer may issue individual domestic non-availability determinations when warranted. A notice will be issued to the Prime Vendor as the determination(s) is (are) made. **NOTE: Customers are not permitted to make this determination independently.**

II. ORDERING SYSTEM

A. Most customers listed within these two zones are currently using the Subsistence Total Order and Receipt Electronic Systems (STORES). However, there are some customers in which the vendor will be required to provide their commercial electronic ordering system. Some customers may be able to use "STORES on the web". The purpose of STORES on the web is NOT to replace the current system, but it provides an additional option for sites with special needs and requirements.

B. Subsistence Total Order and Receipt Electronic System (STORES)

1. STORES is the Government's translator/ordering system which is capable of accepting orders from any of the Services', i.e. Army, Air Force, Navy, Marines, individual ordering systems. In addition, this information is passed to DSCP for the purposes of contractor payment and customer billing. Attachment 2 provides additional EDI information.

2. The customers are able to order all of their food and beverage requirements through STORES. The system will transmit orders to the Prime Vendor, the DSO (for fresh fruits and vegetables), the bakery (for fresh bread), the dairy (for fresh milk and dairy items) and to DSCP for ration-type items. It may be possible during the life of this contract that all customers will also have the opportunity to order the non-food items from STORES.

3. The awardee shall be required to interface with STORES and the offeror must be able to support the following EDI transaction sets:

- 810 Electronic Invoice
- 820 Payment Voucher Information
- 832 Catalog (Outbound - Vendor to DSCP)
- 850 Purchase Order
- 861 Receipt
- 997 Functional Acknowledgment

4. A complete description of these transaction sets is included in the "EDI Implementation Guidelines" attached to this solicitation.

5. The vendor shall have access to the Internet and be able to send and receive electronic mail (email).

6. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.

7. The Prime Vendor is required to utilize the Government's item descriptions in the Electronic Catalog (832 transaction) as well as on its invoices. For example: "Crinkle Cut Carrots", would be listed as "Vegetable, Carrots, Crinkle Cut".

III. ORDER PLACEMENT

A. Customers will place their orders to accommodate a "skip day" delivery. An order placed on 1 March would have a required delivery date of 3 March. Orders may be placed with a longer lead-time; however, the minimum lead-time is "skip day".

B. The Prime Vendor shall advise the customer by 12 noon on the skip day of the non-availability of an item. If it appears that the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should offer the customer a substitute, or advise them of the not-in-stock position of the item. The customer will make the final decision on the acceptability for any substitutions.

C. A substitute item must be of equal or higher technical quality and equal or lower in price.

IV. PRODUCT QUALITY

A. Acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest pack available or the latest seasonal pack during the contract period. All products delivered shall be as fresh as possible and within the manufacturer's established shelf life (i.e. Best if Used by Date, Expiration Date, or other markings). For annual pack items, products will be from the latest seasonal pack available, unless specifically authorized by the customer.

B. Commercial standards should be used to maintain temperatures appropriate for individual items.

C. Level of Product Quality

1. When designating an item as a match for the DoD item in the schedule of items listed in the solicitation, the item must be:

a. Identical in respect to packaging and packing when the DoD unit of issue is not described by weights (e.g. pound or ounce). For example, NSN 8915-00-286-5483, "Fruit Cocktail, Canned" is described as "Light or Heavy Syrup Pack, US Grade A or B, no. 2 1/2 size can, 24 per case". Substituting a No. 10 can and modifying the unit of issue ratio in the STORES ordering system cannot fill the requirement for this item. The same holds true for items described as package (PG), or bag (BG).

b. Identical for portion control items, except that pack size may vary. For example, NSN 8905-00-133-5889 "Beef Braising Steak, Swiss" is described as "frozen, formed, portion-cut, not mechanically tenderized, US Choice Grade or higher, 6 oz each, NAMP 1102 or equivalent, from knuckle, inside round, Eye of Round, or Outside Round, 53 lbs. per box". The requirement for the formed six (6) ounce portion must be identical. However, if the commercial pack size were a 15-lb. box, it would be acceptable by modifying the unit of issue ratio in the STORES ordering system. In respect to the previous examples, the DoD ordering activities require continuity with the DoD unit of issue for proper inventory and accounting within DoD.

c. Equivalent in respect to grade or fabrication.

2. When the STORES cataloging function of matching your part number to a Government National Stock Number (NSN) or Local Stock Number (LSN) is performed, the item must meet or exceed the Government item description, which includes the Unit of Issue. If the item does not meet the Government description, or if there are any new items that the customer requests, then a LSN may be requested.

V. QUALITY PROGRAM

A. Supplier Selection

A supplier selection or certification program shall be used to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The product quality shall be equal to that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in flavor, odor, and texture will be minimized.

B. The contractor shall develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:

1. Standardized product quality;
2. The usage of First-In, First-Out (FIFO) principles;
3. Product shelf life is monitored;
4. Items are free of damage;
5. Correct items and quantities are selected and delivered;
6. Ensure requirements of the Berry Amendment are met;
7. Customer satisfaction is monitored;
8. Product discrepancies and complaints are resolved and corrective action is initiated;
9. Supplier, FDA, or DoD initiated food recalls are promptly reported to customers and DSCP;
10. Compliance with EPA and OSHA requirements;

11. Salvaged items or products shall not be used;
12. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement or inspected by the USDA or USDC.
13. HAACP, if applicable.

VI. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

The contractor shall develop and maintain a sanitation program and a stored product pest management program for food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as all pertinent state and local laws and regulations. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request. Any findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer with an attached report of corrective action.

VII. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

A. Applicable food products, e.g. poultry, dairy and seafood items delivered to customers listed in this solicitation, as well as any customer added to the Prime Vendor Program, shall originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements", or one which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States Department of Agriculture (USDA). For detailed information see Clause 52.246-9P31 "Sanitary Conditions" in this solicitation.

B. The following is the Internet Link to VETCOM'S Directory of Sanitarily Approved Food Establishments.

<http://domino1.hcssa.amedd.army.mil/vetcom.nsf>

VIII. CONTRACTOR PRODUCT DESCRIPTIONS

A. At the time of the initial submission of the proposal, the offeror shall provide a set of product technical descriptions [specifications], for each of the "Market Basket" items identified in this solicitation.

B. The technical description must contain sufficient detail to determine the product's salient characteristics for comparison to the item solicited in the schedule of items. Bid sheets are not considered technical descriptions.

C. The Subsistence Prime Vendor Office will determine if the item offered meets the minimum quality standard described.

IX. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS

A. The Subsistence Prime Vendor Branch will conduct Prime Vendor Quality System Management Visits (QSMV's) to review the contractor's methods used to comply with the terms of the contract and to verify that those terms are being met. QSMV's may include on-site visits to subcontractors and/or product suppliers. The contractor shall make all arrangements for visits by DSCP Prime Vendor Personnel to contractors, subcontractors and suppliers. A copy of DSCP's Standard Operating Procedure for QSMV's is attached, as Attachment 1.

B. National Food Audits

Basic Audits:

1. The DSCP National Food Audit Program, covering all Food Classes within a Prime Vendors' catalog (Meat, Poultry, Seafood and Processed Products) functions as a Service and Quality Assurance check for our DOD customers to ensure the war fighters are receiving products of an optimum quality level. The audit objectives focus on the following to ensure:

- (a) Prime Vendor's adherence to contract requirements.
- (b) The quality level of the materials supplied is satisfactory and uniform throughout the DSCP-H Prime Vendor Regions.
- (c) There is no product misrepresentation or substitution.

2. The Audit objectives are accomplished utilizing the expertise of the USDA AMS Meat, Poultry and Processed Products Graders, USDC National Marine Fisheries Service and DSCP-HFS Quality Assurance personnel. Representatives from the above agencies form the DSCP National Food Audit Team.

3. The DSCP National Food Audit is a technical product review and is intended to be a partnership between the customer, Prime Vendor and DSCP-H, providing a platform for continuous quality improvement through a detailed review of selected core items. An informative discussion of the observed items' physical characteristics and deviations from, or compliance with, established quality requirements is provided during the product review. This technical discussion makes possible an understanding of the customers' need for certain quality requirements so that systems supporting the manufacturing and distribution of the item can be tailored to meet these requirements. This approach makes it a win-win for the customer, Prime Vendor and DSCP-H.

4. For each Prime Vendor it is expected that an audit would be conducted once per contract year. This includes the base year of the contract, plus any and all option-years in which the government's option is exercised. The Audits are conducted in a seminar setting with participation from you and your suppliers. The average cost of a Meat Audit is approximately \$6,000.00, and the average cost of a seafood audit is expected to be approximately \$3,000.00. As a Prime Vendor you will be expected to provide samples of the government's choice up to a dollar value ceiling of \$6,000.00 for Meat and Poultry products and \$3,000.00 for Seafood and Processed products. Any expense for the sampled product above these ceilings may be billed to the Government under your contract.

5. Audit Results:

Prime Vendors will be given a detailed report on each product reviewed. It will be the Prime Vendor's responsibility to take immediate action to correct any deficiency uncovered during the audit.

6. Follow-up Audits:

a. Follow up audits may be scheduled within a one-year period of the initial audit, or based on the recommendation of the evaluators of the Basic Audit. If a follow up is required due to the outcome of the initial audit, all samples are to be at the expense of the Prime Vendor.

b. Non-routine follow-up audits may be scheduled if several items do not meet the government's requirements as presented in the catalog descriptions.

7. The Government reserves the right to expand this program into any and all categories of subsistence items. Samples will be required as above within negotiated limits.

X. HAZARD ANALYSIS CRITICAL CONTROL POINT (HACCP) PROGRAM

A. Definition

HACCP is a system of preventative controls and scientific testing designed to improve the safety of products from "farm to table". Food and Drug Administration (FDA) and Food Safety and Inspection Service (FSIS) HACCP regulations require industry to verify the effectiveness of its operations by continuous monitoring of the controls established, end item product testing, and careful record keeping of the complete HACCP system. The regulatory agency responsible for designing and enforcing its agency's food safety programs will review each plant's records and conduct other in-plant inspection activities to verify that proper food safety procedures are being followed in accordance with the establishment's HACCP plan. The HACCP-based system requires a commitment by establishments to consistently control operations in the interest of public health.

B. USDA - FSIS HACCP Regulation/Requirements

1. Sanitation Standard Operating Procedure (SSOP): All plants
2. HACCP Plans:
 - a. Large establishments (500 or more employees)
 - b. Small establishments (more than 10 employees but less than 500)
 - c. Very small establishments (less than 10 employees or annual sales of less than \$2.5 million).

C. FDA HACCP Regulation

The regulation requires all seafood companies in the U.S. and importers of seafood products into the U.S. to be currently operating under a HACCP-based program.

XI. JUICE AND DRINK DISPENSERS AND SOFT SERVE/YOGURT MACHINES

A. When requested, the contractor is required to furnish beverage dispensing machines and beverage products, as specified herein. The upkeep of the machines consisting of, but not limited to, labor, transportation, and supplies required to repair and maintain the equipment shall be the sole responsibility of the contractor.

B. The contractor shall furnish mechanically refrigerated dispensing machines and heads suitable for use with the contractor's bag-in-the-box juices and drinks. A sufficient number of machines and dispensing heads shall be installed in the customer's facility to accommodate the specific needs of each ordering activity.

C. The contractor will provide a technically qualified service representative to perform monthly maintenance and quality control inspections on each dispensing system. If more frequent maintenance is deemed necessary, the Prime Vendor must provide this additional service at no additional cost.

D. Any equipment or material furnished by the Prime Vendor shall remain the property of the vendor and must be returned to the vendor at the conclusion of the contract in the same condition in which it was received.

XII. CEREAL DISPENSERS

When requested, the contractor shall furnish cereal dispensers suitable for the type of cereal requested by the customer. Maintenance or replacement shall be in accordance with normal commercial practice.

XIII. BRAND NAME ITEMS

The customers that will be serviced by the contracts made as a result of this solicitation have the capability of ordering Brand Name products.

PACKAGING AND MARKING

I. PACKAGING, PACKING, and LABELING

A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

B. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.

C. All meats, poultry, and seafood will be vacuum packed when practicable. In all instances the packaging must protect the product from freezer burn and contamination.

D. All fresh poultry items will be packed in ice packed cartons or gas-flush cartons.

E. All fresh seafood items will be packed in ice packed cartons.

F. Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting all units.

II. MARKINGS

A. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as "KEEP FROZEN", "KEEP REFRIGERATED", etc. shall be used on all cases when appropriate.

B. To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.

C. All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. For semi-perishable, shelf stable items, open dating is preferred, but code dating is acceptable. Contractors that do not use open dating shall provide a product code number key to the Account Manager and each customer facility within three months after award of the contract. Items other than semi-perishable, shelf stable products must have readable, open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, Best if Used by Date, or similar markings.

INSPECTION AND ACCEPTANCE

I. INSPECTION AND ACCEPTANCE

A. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military veterinary inspector or the dining facility manager.

B. All deliveries are subject to military veterinary inspection. In addition, the delivery vehicles will be inspected for cleanliness and condition.

C. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to the inspection of each product. All overages/ shortages/ returns are to be noted on the delivery ticket by receiving official and truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product. No invoice may be submitted for payment until acceptance is verified.

II. WARRANTIES

The supplies furnished under the resultant contract shall be covered by the most favorable commercial warranties that the contractor gives to any customer. The supplies and the rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the Government by Clause 52.212-4 "Contract Terms and Conditions-Commercial Items" contained in the solicitation.

III. ACCEPTANCE REQUIREMENTS FOR FROZEN ITEMS

A. In order for frozen items to be accepted by the receiving activity, the following criteria must be observed:

1. Packages must be solid, not soft, upon arrival.
2. Container and wrapping must be intact and in a solid condition.
3. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes; off odor) or dehydration.
4. Cello wrapped packages will not be discolored or show other signs of freezer burn.

IV. REJECTION PROCEDURES

A. If product is determined to be either defective, damaged, or compromised in any other manner, it may be rejected by the receiving official.

B. When product is found to be non-conforming or damaged, or otherwise suspect, the veterinary inspector shall notify the responsible food service officer. The Food Service Officer shall inspect and determine the course of action to be taken with the product in question. If present, the contractor representative may be consulted. The final decision is to be made by the Food Service Officer and/or his/her representative.

C. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item (s) rejected. These items shall then be deducted from the delivery ticket/invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the customer's needs. To the greatest extent possible, on an as-needed, emergency basis, same day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled for that day. The re-delivered items will be delivered under a separate invoice utilizing the same call number, clin number, and purchase order number for the discrepant line. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges.

D. In the event that a product is rejected after initial delivery is made, the prime vendor will pick up the rejected product. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the vendor has already been paid for the product, a claim will be issued through DSCP's financial system. In all cases, one (1) copy of the credit memo is to be given to the customer and (1) copy of the credit memo, along with the original invoice is to be sent to the DSCP Account Manager.

1. If a customer requires a one-to-one replacement, no additional paper work is necessary. The vendor delivery ticket/invoice will show that product is a replacement for rejected item. The invoice shall reference the call number, CLIN number, and Purchase Order Number of the originally ordered product. In addition, a copy of the credit memo from returned product is to be attached to the invoice.

E. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.

F. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

DELIVERIES AND PERFORMANCE

I. TERMS OF INDEFINITE QUANTITY CONTRACT

The duration of each contracts is for a one (1) year period with four (4) one-year options beginning at the first significant STORES order. The current contracts expire on March 5, 2001. It is expected that the last order(s) will be March 3, 2001. The first order under the resultant contract will take place March 06, 2001. The Contractor(s) start up period will take place prior to the first order. The contractor(s) shall submit a proposed implementation schedule to the Contracting Officer within thirty (30) days after date of award in order to implement a fully functional distribution account, including all EDI transactions, for all customers covered by this solicitation. An additional 30 days will be granted for actual implementation. No more than sixty days will be permitted for the prime vendor to have fully functional distribution accounts in place for all customers.

II. ITEM AVAILABILITY

Items must be stocked in sufficient quantities to fill all ordering activity requirements. It is critical that items ordered be routinely delivered on a "skip day" basis, at a minimum.

III. POINT OF DELIVERY

A. Deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. The contractor shall remove all excess pallets used for delivery from the delivery point. Deliveries shall be scheduled according to the customer's timetable as listed on the following pages.

B. Installation delivery routes and stop-off sequence will be coordinated and verified with the installations on a post award basis by the awardee(s).

C. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at a central location for medical inspection before proceeding to the assigned delivery point(s). Additionally, upon completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the invoices may be required to be delivered to a central "Accounting/Troop Issue" activity on the installation.

D. Specific delivery point information is provided below. Some installations have more than one delivery point. Pertinent information has been included to explain specific customer delivery requirements, points of contact, and instructions.

E. Products for individual customers/dining facilities must be segregated. Some of the military bases have more than one delivery point. All product shall be segregated by drop-off point. The intent is to provide expeditious off-loading and delivery to the customer.

F. The Offeror shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.

G. DELIVERY POINTS

REMARKS

ZONE 1 (Ct., Ma., R.I.)

1. Naval Submarine Base New London, Groton, CT.

- a. Groton NSB Support Facility
(Supply Operations)
P.O. Box 500, Code 241
Groton, CT 06349
P.O.C. Holly Dziecinny
Phone: 860-449-2905

Delivery Hours:
7:00 a.m. – 10:00 a.m.
Monday thru Friday

DoDAAC: N49399

- b. Groton NSB Dining Facility
Bldg. 446, Tautog Ave.
Groton, CT 06349
P.O.C. Sr. Chief Rick Hoppes
Phone: 860-449-4738

Delivery Hours:
8:00 a.m. – 11:00 a.m.
Tuesday and Thursday

DoDAAC: N00129

Special Instructions for NSB New London:

- 1) Base Pass required. Drivers will require registration for permanent IDs. Lower base access will be required.
- 2) Trailer no longer than 30 ft. Overall vehicle no longer than 40 ft.
- 3) A list of current afloat units stationed at the NSB and their respective DoDAACs will be made available at the time of award. Deliveries for the afloat units (submarines) will be made directly to the units at the piers. A finalized list of pier assignments for the afloat units receiving deliveries will be supplied to the driver at the lower base. The

driver/vehicle may be required to supply chains/pulleys to bring pallets to the proper distance for offloading using a standard forklift.

- 4) Deliveries to the afloat units that cannot be accepted by the receiving unit(s) at the time of vendor delivery (considering that vendor delivery is within the authorized time of delivery) due to the afloat unit's change in arrival/departure time, may be required to be returned to the vendor's facility. Vendor will be expected to make accommodations for this potential situation to the best of their ability, however any excess cost will be negotiated with the Contracting Officer at that time.

c. Child Development Center (CDC)
386 Highland Ave.
Groton, CT 06340
P.O.C. Carol Neades
Phone: 860-694-5965

Delivery Hours:
7:00 a.m. – 10:00 a.m.
Tuesday and Friday

DoDAAC: N31911

2. **Naval Education Training Center, Newport, RI**

Ney Hall Dining Facility
61 Capodanno Drive
Newport, R.I. 02841
P.O.C. Ben Burke
Phone: 401-841-2048

Delivery Hours:
7:00 a.m. – 9:00 a.m.
Monday and Thursday

DoDAAC: N62661

Special Instructions for Newport:

- 1) Base Pass required.
- 2) Trailer no longer than 30 ft. Overall vehicle no longer than 40 ft.
- 3) Demands peak in July, August and September
- 4) Deliveries to visiting ships will be required. Time, location, ship DoDAAC, etc. will be given at time of order.

3. **Connecticut Air National Guard, East Granby, Ct.**

Ct. ANG, 103 Fighter Wing
100 Nicholason Road
East Granby, CT 06026
P.O.C. Sheryl Laporte
Phone: 860-292-2788

DoDAAC: FB6071

Delivery Hours:

Normally will require only one delivery (Thursday) per month prior to scheduled training. Changing mission requirements may require additional quantities and/or delivery days.

4. **Rhode Island Air National Guard**

- a. 143 SVF
1 Minuteman Way
North Kingston, RI 02952
P.O.C. Patrick Crowninshield
Phone: 401-866-1262

DoDAAC: FB6391

Delivery Hours:

Normally will require only one delivery (Thursday) per month prior to scheduled training. Changing mission requirements may require additional quantities and/or delivery days.

- b. 281 CBCS
570 Read Schoolhouse Road
Coventry ANG
Coventry, RI 02816
P.O.C. Timothy Buckley
Phone: 401-886-1262

Delivery Hours:

Normally will require only one delivery (Thursday) per month prior to scheduled training. Changing mission requirements may require additional quantities and/or delivery days.

- c. 102 ACS
North Smithfield ANG
Old Oxford Road
Slatersville, RI 02876
P.O.C. John Perry
Phone: 401-886-1262

Delivery Hours:

Normally will require only one delivery (Thursday) per month prior to scheduled training. Changing mission requirements may require additional quantities and/or delivery days.

5. **U.S.S. Constitution, Charlestown, MA.**

U.S.S. Constitution
Charlestown Navy Yard
Charlestown, MA 02129
P.O.C. MS1 Selke
Phone: 617-242-5228

Delivery Hours:
7:00 a.m. – 9:00 a.m.
Tuesday and Thursday

DoDAAC: N01024

Deliveries to visiting ships will be required. Time, location, ship DoDAAC, etc. will be given at earliest possibility, no later than at time of order.

6. **Natick Dining Facility, Natick, MA**

Headquarters Company Dining Facility
Bldg. 15, Kansas St.
Natick, A 01760
P.O.C. Capt. Kelly McCatney
Phone: 617-242-5228

Delivery Hours:
To be determined
This facility has been closed for renovations but is expected to reopen in February, 2001.

DoDAAC: N01024

7. **Hanscom Air Force Base CDC, MA.**

Hanscom AFB Child Development Center
66 SVS/SVYC
Bldg. 1994
1 McGauley Drive
Hanscom AFB, MA 01731
P.O.C. Bill McKee
Phone: 781-377-7166

Delivery Hours:
After 6:30 a.m.
Tuesday and Friday

DoDAAC: FT9424

8. **United States Coast Guard Station Cape Cod, MA**

USCG Air Station Cape Cod
Bldg. 3159
Otis Air National Guard Base, MA 02542
P.O.C. Sean Blake
Phone: 508-968-6431

Delivery Hours:
7:00 a.m. – 9:00 a.m.
Tuesday and Thursday

DoDAAC: Z20115

9. **Massachusetts Air National Guard**

- a. Mass Air National Guard
102 Fighter Wing
Bldg. 159, Arnold Hall
Otis Air National Guard Base, MA 02542

DoDAAC: FB6202

Delivery Hours:

Normally will require only one delivery (Thursday) per month prior to scheduled training. Changing mission requirements may require additional quantities and/or delivery days.

- b. Mass Air National Guard
104 Fighter Wing/SVS
175 Falcon Drive
Barnes ANGB, MA 02542
P.O.C. William Buttman
Phone: 413-568-9151

DoDAAC: FP6201

Delivery Hours:

Normally will require only one delivery (Thursday) per month prior to scheduled training. Changing mission requirements may require additional quantities and/or delivery days.

10. **Grafton Job Corps Center, North Grafton, MA**

Grafton Job Corps Center
191 Westboro Road
North Grafton, MA 01536
P.O.C. Charlie Reirdon
Phone: 508-839-6904

DoDAAC: 1613GK

Delivery Hours:

7:00 a.m. – 11:00 a.m.
Monday and Thursday

11. **Sargent Shriver Job Corps Center, Devens, MA**

Sargent Shriver Job Corps Center
192 MacArthur Avenue
Devens, MA 01432
P.O.C. Carl Kuykendall
Phone: 978-784-2610

DoDAAC: 161171

Delivery Hours:

1:30 p.m. – 3:00 p.m.
Wednesday

NOTE: Various locations listed above may not have loading ramps and download will be to street level. Vendor will be required to meet this capability.

ZONE 2 (Me., N.H., Vt.)

1. **Brunswick Naval Air Station, Brunswick, Me.**

NAS Brunswick
Bldg. 201, Neptune Hall Galley
Brunswick, ME 04011
P.O.C. MSC Fields
Phone: 207-921-2293

Delivery Hours:
NLT 12:00 p.m.
Monday and Wednesday

DoDAAC: N60087

2. **Naval Security Group Activity, Winter Harbor, Me.**

NSGA Galley
10 Fabbri Green
Bldg. 105
Winter Harbor, Me 04693
P.O.C. MS1 Glass
Phone: 207-963-5534

Delivery Hours:
NLT 8:00 a.m.
Tuesday and Wednesday

DoDAAC: N00702

3. **Penobscot Job Corps Center, Bangor, Me.**

Penobscot JCC
1375 Union Street
Bangor, ME 04401
P.O.C. Dennis Thies
Phone: 207-990-3000

Delivery Hours:
6:00 a.m. - 9:00 a.m.
Monday, Wednesday & Friday

DoDAAC: 161258

4. **Bath Iron Works, Me**

Bath Iron Works
574 Washington Street
Bath, Me 04530

DoDAAC: N62786

This is a commercial facility for the construction of new ships. The customers are pre-commisioned units and regular orders are not the norm. Typically, the requirements for these customers will gradually increase over a short period of time in preparation for shipping out. Larger "load out" orders will then be placed prior to the new vessel's scheduled departure. All necessary information required to support this unique facility will be provided after award.

5. **Portsmouth Naval Shipyard, Portsmouth, N.H.**

Portsmouth Naval Shipyard
Bldg. 170
Portsmouth, NH 03801
P.O.C. Lt. Gilford
Phone: 207-251-0065

DoDAAC: N00102

Special Instructions for Portsmouth

- 1) As a result of this installation's mission, the delivery days and times may vary based on the individual ship(s), and the number of delivery points and delivery point addresses are subject to change via the increases and/or decreases of ordering customers. Points of contact will vary based on the current customer(s). Currently there are two ships, the U.S.S. Corpus Christi and the U.S.S. La Jolla, at this location.
- 2) Customer may need complete requirements for 30 days (one delivery) at the end of its shipyard period.
- 3) Base Pass is required.

Driver is required to have a Birth Certificate and a valid Driver's License.

The truck is required to have the company's name printed on it and a valid registration.

- 5) The driver and the truck must be able to have access into the Controlled Industrial Area (CIA). To obtain access, call the contracts office at (207) 438-4600.

6. **Vermont Air National Guard, South Burlington, Vt.**

Vermont ANG
158th Fighter Wing Service
10 Falcon St., Suite B
South Burlington, Vt. 05403
P.O.C. Christine Elliot
Phone: 802-660-5364

Delivery Hours:
Normally will require only one delivery (Thursday) per month prior to scheduled training. Changing mission requirements may require additional quantities and/or delivery days.

IV. FILL RATE / SUBSTITUTIONS

A. Order fill rates shall be calculated on an on-time, per order basis and tracked for monthly submission to the Contracting Officer/Account Manager. The fill rate shall be calculated as follows and shall not include mis-picks, damaged cases, etc.:

$$\frac{\text{Cases accepted}}{\text{Cases ordered}} \times 100 = \text{fill rate \%}$$

$$\text{Example } \frac{190}{200} \times 100 = 95\%$$

B. The fill rate shall be calculated with and without substitutions.

NOTE: Substitutions **MUST** be approved by authorized customer personnel **PRIOR** to shipment.

V. HOLIDAYS

A. All orders are to be delivered on the specified delivery date, except for Federal holidays as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next business day, unless otherwise agreed to by the customer.

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Note: Saturday holidays are celebrated on the preceding Friday; Sunday holidays are celebrated on the following Monday.

B. Holidays celebrated by your firm, other than those specified above, must be listed below. Also specify your policy for celebrating holidays that fall on the weekend.

VI. SURGE/MOBILIZATION

A. Readiness Plans - Surge/Mobilization

1. Surge - The capability to handle a large increase in case volume for short periods of time with very little lead-time may be required at various times throughout the term of the contract. Services may experience unscheduled arrival of troops, with only a few hours notice, as part of normal operations, where the order requirements could more than double from their normal usage on a given days notice. The timing of these types of surges will be impossible to anticipate. Pricing constraints for items furnished in this fashion shall be the same as those for routine, non-surge orders.

2. Mobilization - The capability to handle full-scale military mobilization or national emergency where-in consumption could easily double or triple the case requirements at any site for a protracted period must also be provided for. The offeror must develop a readiness plan outlining how they would meet this increased workload by, for example using additional suppliers, subcontractors, etc. As with surge support, pricing constraints for items furnished in this fashion shall be the same as those for routine, non-mobilization orders.

3. The Government reserves the right to test the Prime Vendor's Readiness Plan.

4. When units deploy for training exercises outside their zone, their current Prime Vendor will be given the opportunity to supply the unit's requirements. If the current vendor cannot perform this function at no additional cost, or the Vendor does not wish to accept the mission, the requirements will be turned over to the Prime Vendor supporting the zone in which training will occur.

VII. EMERGENCY ORDERS

All emergency order(s) for supplies must be same day service. Expeditious fulfillment of the emergency requirement is imperative. The Prime Vendor is responsible for providing the ordering facilities with the name of the contractor representative responsible for notification of receipt and handling of such emergency service and his/her phone number and/or pager number. The offeror is required to submit their plan for handling emergency orders; as well as what they actually consider an emergency, and additional costs, if any.

VIII. AUTHORIZED RETURNS

A. The contractor shall accept returns under the following conditions:

1. Products shipped in error
2. Products damaged in shipment
3. Products with concealed or latent damage
4. Products that are recalled
5. Products that do not meet shelf life requirements
6. Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule
7. Products delivered in unsanitary delivery vehicles
8. Products delivered that fail to meet the minimum / maximum specified temperature; and
9. Quantity excess as a result of order input error and/or Purchase Ratio Factor error

B. Any other condition not specified above that is deemed to be a valid reason for return.

IX. SHORT SHIPMENTS / SHIPPING ERRORS

A. The receiving official will annotate short shipment(s) on the delivery ticket/invoices that accompany the delivery.

B. Any product delivered in error by the distributor must be picked up on the next delivery day after notification by the ordering facility.

CONTRACT ADMINISTRATION DATA

I. CONTRACTING AUTHORITY

A. The DSCP Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DSCP Contracting Officer.

B. In the event the vendor effects any change at the direction of any person other than the DSCP Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change.

C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DSCP Contracting Officer.

II. INVOICING

A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Two copies (an original plus one) shall accompany the shipment. The customer shall sign all copies of the invoice/delivery ticket, keep one (1) copy and return the ORIGINAL copy to the vendor. **Any changes must be made on the face of the invoice; attachments are not acceptable.**

B. For all customers using the STORES or STORES on the Web ordering system, the vendor will be required to invoice for payment electronically (see electronic invoicing below). For any customers that order "commercially", that is not through the STORES or STORES on the Web systems, the vendor will be required to invoice manually (see commercial invoicing below):

C. Each invoice should contain sufficient data for research and payment purposes. This includes:

1. Contract Number
2. Call Number
3. Purchase Order Number
4. Contract Line Items listed in numerical sequence (also referred to as CLIN order)
5. Item Nomenclature
6. Quantity purchased per item in DSCP's Unit of Issue
7. Clearly identified changes and annotations on all copies
8. Total dollar value of invoice recalculated, if applicable

D. It is strongly preferred that there be only one (1) invoice per customer facility per delivery. Vendors are discouraged from submitting separate invoices for dry, chill and freeze products. However, if this is not possible, then all invoices must be clearly annotated that they are part of a group, e.g. 1 of 3, 2 of 3, etc. In addition, all invoice groups must be sent to DFAS Columbus together.

E. For catch weight items, standard rounding methods must be observed i.e. <5, rounded down; ≥ 5 , rounded up. All weights must be rounded to whole pounds using standard rounding methods.

F. Add-on Items – When a prime vendor customer adds an item to an existing order (e.g. 9999 CLIN), the Prime Vendor contractor should add these items to the end of the original invoice. An "add-on" is an item or items ordered after the original electronic order has already been released and must be placed through other means, e.g. by telephone, fax, etc., but will be delivered along with the original order. When add-ons are invoiced separately in lieu of the invoice with the original order, it greatly complicates the payment process. A clean invoice, i.e. an invoice that totally matches what was delivered, expedites the payment process considerably. Therefore, we strongly encourage our Prime Vendors to invoice as above. Compliance with the above will help us help you receive your payments in a timely manner.

Electronic Invoicing

a. All invoicing of STORES orders for payment is to be filed electronically, using EDI Transaction set 810. (Attached)

b. All invoices submitted must be clean, i.e. all debit/credits must be correct prior to submission.

c. Invoice transactions may be submitted to DSCP daily; however it can not be stressed enough that all internal debit/credit transaction must be completed prior to invoice submission.

d. The same invoices can not be submitted with different dollar amounts.

e. You will be required to submit test Transactions sets 30 days prior to first order.

f. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.

g. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point. STORES will not accommodate positions of 3 and above beyond the decimal point.

Commercial Invoicing

a. Call numbers should be designated at the customers location at the time of order and will follow in a numerical sequence and start with an alpha (which will be designated by the Account Manager for each commercial location and which will remain constant). Call numbers should begin with 001. (e.g. K001, K002, etc.) Care should be taken not to duplicate any call numbers.

b. In lieu of the purchase order number required in II.C.3. above, the Destination (customer name) and Department of Defense Activity Address Code (DoDAAC) is required.

c. Any NAPA Rebate should be listed.

d. As stated in II.C.6. above, for each line on the order, the **total number of units of issue** delivered must be included (i.e., if product is shipped by case, but the unit of issue is cans, the total number of cans shipped must also be annotated.)

e. Signed copies will be forwarded (preferably by fax) by the customer to the DSCP account representative (to be designated at a future date) at 215-737-2579. At that time the representative will obligate the funds and post the receipt.

f. The vendor must submit two (2) signed copies (one being the original signed copy) of the invoice to the Defense Finance and Accounting Service (DFAS) Columbus Center (see below for address).

III. PAYMENTS

A. DFAS Columbus Center is the payment office for this acquisition. The mailing address is:

Defense Finance and Accounting Service, Columbus Center
Attn: DFAS-CO-LACBB
P.O. Box 182317
Columbus, Ohio 43218-6260

B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause 52.212-4 "Contract Terms and Conditions - Commercial Items", appearing in the section of this solicitation entitled "Contract Clauses".

C. Payment is currently being made in approximately seven (7) days after the receipt of a proper invoice, however, is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903).

D. All offerors must have the ability to accept an 820 transaction set from your financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.

E. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment" appearing in the section of this solicitation entitled "Contract Clauses".

IV. ADMINISTRATION

A. The DSCP Prime Vendor Office will perform administration of the contract.

B. A designated representative at the ordering activity will perform administration of the individual delivery order. This includes approving product substitutions and delivery changes.

C. The DSCP Contracting Officer must approve any changes to the contract.

SPECIAL CONTRACT REQUIREMENTS

I. NOTICE TO OFFERORS

Prospective offerors are hereby advised that although there is a guaranteed minimum of 25% on this contract, DSCP cannot guarantee that any or all of the customers will order all of their subsistence requirements from the successful Prime Vendor. Once the guaranteed contract minimum has been met, the customer may or may not choose to continue ordering from the contract. To a large extent, their decision to continue ordering will be based on the performance of the Prime Vendor.

II. MANAGEMENT REPORTS

The contractor shall provide the Small Business Subcontracting Report, to include names and dollar value of contractors, including JWOD (Report (F) below), the Fill Rate Report (H), Rebate Reports (J) and Financial Status Report (K) to the DSCP Contracting Officer on a monthly basis (Electronically transmitted reports are acceptable). The Descending Dollar Value and Descending Case Volume, *for Army customers*, should also be included monthly. All of these reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month. (E.G., reporting period of January 1 through January 31, the reports must be received by February 7.)

All other reports (including Descending Dollar Value and Case Volume for all other customers) are to be submitted upon request.

A. Descending Dollar Value Report - Sorted by line item; each line to contain at a minimum: DSCP stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be totaled.

B. Descending Case Volume Purchases - Sorted by line item; each line to contain at a minimum: DSCP stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be subtotaled by product category as well as overall total.

C. Product Line Item, Stock Number Order – Sorted by DSCP Stock Number. List all information including DSCP Stock Number, quantity purchased, dollar value, Vendor Part Number, Item Description and DSCP Unit of Issue.

D. Product Line Item Rejection Report – Sorted by line item, number of units received, number of units rejected, total dollar amount of units received, and the total dollar amount of units rejected. Dollar amounts should be subtotaled by product category and totaled overall.

E. Product Line Item Not-In-Stock Report – Sorted by date order was placed, line item, number of units ordered, number of units received, total dollar amount of units ordered and total dollar amount of units not received. Dollar amounts will be subtotaled by product category and total overall.

F. Small Business Subcontracting Report -

1. List products manufactured and/or supplied by small business, small disadvantaged businesses, minority owned small business, National Institute for the Blind/National Institute for the Severely Handicapped (NIB/NISH), women-owned small businesses, women owned small disadvantaged businesses and Hub zones. This should be sorted by manufacturer/supplier and include quantity and dollar value. Note: This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs.

NOTE: the SBA must certify SDB and HUB Zone businesses.

2. A summary page of the report shall also be submitted which highlights the total dollars and percentages for each category. This information is very important since DSCP is required to report its success in meeting these goals to the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate that these goals be reported, is a listing of products supplied and/or manufactured by UNICOR, Labor Surplus Areas, Historically Black Colleges or Universities and Minority Institutions.

G. Product Line Manufacturer/Supplier Listing - this report shall list all items purchased along with quantity and dollar value. It shall be sorted by Manufacturer/Supplier and annotate whether the manufacturer/supplier is a large business, or small business. All Small Businesses are to be broken in the sub-categories as listed above.

H. Fill Rate Report - the fill-rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Mis-picks and damaged cases should not be included in this calculation, however all items Not-In-Stock, returned, damaged, mispicks, etc should be listed. This report should reflect the rates with and without substitutions. All substitutions should be listed, along with the reason they were substituted. The report should specify fill rates per customer/dining facility and an overall average for the month.

I. Customer Service Report - the contractor shall develop and provide a report summarizing all discrepancies, complaints and all positive feedback from ordering activities and the respective resolutions by providing a summary from customer visits.

J. Rebate Reports -

1. General Rebates - All rebates that have been passed along to the customer via off-price reductions, or that are due to the customers, shall be summarized by listing each customer and the rebate amount. Also include the manufacturer offering the rebate and the product usage. The total should be per customer and per contract.

2. NAPA Report - This report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing the NAPA's. List each customer, the NAPA amount, the manufacturer/broker name, and quantity ordered. NAPA figures should be listed per customer, per contract and per manufacturer.

3. Food Show Rebates - This report should show a detailed break out of all savings received at your Food Show. This report is not a monthly requirement, but is based on the timing of your Food Show. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Rebates should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.

K. Financial Status Report - In order to ensure timely payments, a summarized accounts receivable and/or a "days of outstanding sales" shall be submitted on a monthly basis. The report should be categorized by time periods, and sorted further by customer. If problems should occur, a detailed listing by invoice number/call number will be requested. However, it is suggested that this report contain as much information as possible to alleviate problems immediately.

III. CATALOG ORDER GUIDE

The contractor shall provide a catalog order guide, with descriptions and pack sizes, to each of the customers serviced under this contract. At a minimum, the order guide should list the DSCP Stock Number, DSCP Unit of Issue, the contractor's part number, and the brand of each item.

IV. CUSTOMER SUPPORT

A. The Prime Vendor shall provide at least one (1) full time Customer Service representative to maintain continuous contact with the ordering activities. The name of the representative and the phone number, beeper number, email address, or any other method of communicating with the representative, shall be furnished to the customers after award.

B. Since many of our customers only have access to the government phone network, it is strongly preferred that a toll free number be provided.

V. DLA MENTORING BUSINESS AGREEMENT (MBA)

A. The DLA MBA Program was designed for prime contractors to provide developmental assistance to small business (SB), small disadvantaged business (SDB) and women-owned small business (WOSB) concerns for value added services and/or products. Prime contractors may also mentor Javits-Wagner-O'Day (JWOD) qualified nonprofit agencies for the blind and other severely disabled that have been approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the JWOD Act.

B. DLA MBA's encourage participation and growth opportunities for small business concerns and JWOD entities in a best value, long-term contracting environment. The submitted plan should consist of one or more agreements between the prime contractor and a SB/SDB/WOSB or JWOD workshop that will participate in carrying out the requirements of the prime contract. The opportunities must constitute real business growth, which is measurable and meaningful.

C. Participants

Cite the criteria in selecting a firm or firms with whom to mentor. In addition, include the following information with all submissions:

1. Name, address, and plant location for contract holder and potential SB/SDB/WOSB or JWOD participant(s).
2. Point of Contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from all parties.
3. The number of people employed by SB/SDB/WOSB/JWOD concern. If the firm is in the service sector, specify its annual average gross revenue for the last three (3) fiscal years.

D. Agreement Type

1. Describe the type of agreement executed by the contract holder and the SB/SDB/WOSB or JWOD entity. The agreement should state the benefits of the plan for both parties. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. Plans, which identify new business ventures rather than expansion of existing agreements, are preferred.

2. DLA MBA Agreements shall specifically identify the areas of developmental assistance (i.e. management/technical) that will be provided. The offeror should provide a discussion of the areas chosen for

development/enhancement. Describe the scope of the plan, i.e. whether the plan will be specifically related to the requirements contained in the solicitation or will the plan cover other governmental and commercial customers.

3. Offerors shall identify and describe the management control techniques that would be used to insure that contract requirements are met. This should include the record keeping and communication techniques and the methods to be used to control and track performance.

E. Measurement and Reporting

1. Provide milestones for program implementation.

2. Discuss and describe the measurement/yardsticks that will be utilized to determine if program objectives and goals have been met. Projections of successful program measurements should result in:

a. An increase in the dollar value of subcontracts awarded to SB/SDB/WOSB and JWOD workshops under DLA contracts.

b. An improvement in the level of participation in DOD, other federal agencies and commercial contracting opportunities.

3. Mentors will be required to submit periodic progress reports on their agreements.

CONTRACT CLAUSES

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) Code and Small Business Size Standard.

The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 100 employees.

(b) Submission of Offers.

Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The names, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for Acceptance of Offers.

The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product Samples.

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple Offers.

Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late Submissions, Modifications, Revisions, and Withdrawals of Offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact

time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract Award (not applicable to Invitation for Bids).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple Awards.

The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of Requirements Documents Cited in the Solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number.

(Applies to offers exceeding \$25,000.)

The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

***ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS
(APR 1998)***

The following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (b) Submission of offers.

See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, handcarried or faxed (when authorized).

☒ Faxed offers are NOT authorized for this solicitation.

2. Paragraph (b), Submission of offers, is expanded as follows:

(12) Proposal Preparation

(i) Two (2) different techniques shall be utilized when submitting your proposal - an Oral Presentation and a written proposal. Except where otherwise noted, the Technical Proposal shall be orally presented in accordance with the instructions outlined in the "Instructions, Conditions and Notices to Offerors". The Business Proposal must be submitted in writing. The Technical Proposal information required to be submitted in writing must be prepared separately and shall not be combined with the Business Proposal. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

<u>VOLUME LIMIT</u>	<u>VOLUME TITLE</u>	<u>NO. OF COPIES</u>	<u>SUGGESTED TIME</u>
I	Technical (Oral)	6 sets of Briefing Charts**	3 Hours
I	Technical (Written)	6	N/A
II	Business	2	N/A

** Include any presentation materials to be used (i.e. slides, videos, etc.).

(ii) Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to cost or pricing data. Conversely, the Business Proposal should not address information requested under an element listed as a technical factor. Cost and price information shall only be contained in Volume II, Business Proposal. Each volume shall be bound separately and labeled appropriately.

(iii) Volume I, Technical Proposal

The following applies to both the written portion of the Technical Proposal as well as the Oral Presentation (See Submission Requirements, Technical Proposal, Volume I)

- (A) The technical proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation. Failure to provide information as requested in any of the technical factors identified in the solicitation section entitled Submission Requirements may be considered a "no response" and may not be ratable or may warrant a "Poor" rating for the applicable factor, subfactor, element or sub-element.
- (B) Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.
- (C) Firms should prepare proposals and address elements in the same order as presented in the solicitation section entitled Technical Proposal Evaluation Criteria to facilitate the Government's review and evaluation of your proposal. Continuation sheets shall clearly identify the solicitation number and the offeror's name on each page.
- (D) To be considered acceptable, the technical proposal must provide, as a minimum, the information requested in the section entitled Submission Requirements.

(iv) Volume II, Business Proposal

- (A) The offeror is required to furnish limited pricing information as outlined in the solicitation section entitled Submission Requirements.
- (B) To be acceptable, the firm's business proposal must be complete, realistic, and reasonable.

(v) Unless otherwise stated, the technical proposal and business proposal must both be submitted by the date and time specified for the receipt of proposals on page 3 of the solicitation, or as amended, if applicable.

(vi) A SIGNED and COMPLETED SOLICITATION must accompany the technical and business proposals in its entirety, as well as any amendments, if applicable. Make sure all clauses that require a response are completed. Offerors may retain the attachment entitled "EDI Guidelines for Subsistence Prime Vendor" for future reference.

3. Paragraph (c) Period for acceptance of offers.

☒ Period of acceptance is 180 days.

4. Paragraph (h) Multiple awards.

☒ The Government intends to make one award per zone.

☐ Offers may be submitted for quantities less than those specified.

5. Paragraph (f), LATE OFFERS is changed to read as follows:

Late proposals and revisions. Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and:

It was sent by mail or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after the receipt at the Government installation.

It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals;

There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or it is the only proposal received.

Any modification or revision of a proposal or response to requested information, including any final proposal revision, is subject to the same conditions indicated above.

Notwithstanding the above, a late modification or revision of any otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

Proposals may be withdrawn by written notice (including facsimile) received at any time before award.

52.212-2 EVALUATION - COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Corporate Experience / Past performance,
- Distribution System / Delivery System
- Quality Assurance
- Customer Service

Technical and past performance, when combined are:

- ☐ Significantly more important than cost or price
- ☐ Approximately equal to cost or price
- ☐ Significantly less important than cost or price

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

ADDENDUM TO 52.212-2

Clause 52.212-2 "Evaluation – Commercial Items ", which is incorporated herein in full text, is revised as follows:

1. Paragraph (a) is hereby expanded to read as follows:

However, when proposals become equal in technical merit, the evaluated cost or price becomes more important. As technical merit and the evaluated cost or price become essentially equal, other factors as listed below, may be used as discriminating elements for determining the selection of a source among otherwise substantially equal offers. They are listed in descending order of importance:

- (1) Small Disadvantaged Business Concerns;
- (2) Small Business Concerns which are also Women Owned Small Business Concerns;
- (3) Other Small Business Concerns;
- (4) Other concerns which are Women Owned Business Concerns

2. Add paragraph (d) as follows:

(d) Source Selection and Evaluation Procedures

(1) Summary

Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and business evaluation as described in paragraph (b)(2) below. The Contracting Officer may make a competitive range determination based on these evaluations, and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Final revised offers resulting from discussions will undergo further technical and business evaluations. Finally, a proposal will be selected for award by the SSA, as described in paragraph (b)(3) below.

(2) Evaluation Process.

(i) Technical Evaluation Process - Offerors are required to present a portion of the technical information orally and to submit the remainder of the technical proposal in writing, as prescribed in the section of this solicitation entitled Submission Requirements. Each technical proposal will be evaluated by the Technical Evaluation Panel against the technical factors specified in paragraph (a) above. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, regardless of the cost or price offered. No discussions will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct deficiencies in order to become acceptable after the date and time specified for the receipt of offers.

(ii) Business Evaluation Process - Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate limited pricing data with the initial proposals and during discussions, in accordance with FAR 15.4, "Contract Pricing". The Government will evaluate the successful offeror's proposal to determine cost or price realism. Cost or price realism will demonstrate an offeror's understanding of the requirements of the solicitation. Included in this process is the evaluation of options. The Government will evaluate offeror's pricing on the items selected from the list of items referenced in the Schedule of Items. The estimated quantities shall be multiplied by the unit prices to determine the lowest overall cost to the Government. These figures will be totaled to arrive at an aggregate value. Pricing will be evaluated for all option years in the same manner. All five (5) totals will be added together to determine the lowest overall cost to the Government. Distribution prices that do not relate to the market basket items will be evaluated for fairness and reasonableness. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of the options shall not obligate the Government to exercise the option(s).

(3) Selection Process.

The final technical and business evaluation reports will be furnished to the Contracting Officer by the Technical Evaluation Panel. The Contracting Officer will prepare a written recommendation for award and forward it to the SSA. It is the ultimate decision of the SSA to determine which offeror receives the award.

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL
ITEMS (OCT 2000) ALTERNATE I (OCT 1998)**

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern" means a small business concern that-

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business

in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

- ☐ Offeror is an agency or instrumentality of a foreign government;
☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
☐ Other. State basis. _____

(2) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
☐ Other corporate entity;
☐ Not a corporate entity:
☐ Sole proprietorship
☐ Partnership
☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent;
☐ Name and TIN of common parent:
Name _____
TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern.

The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Small disadvantaged business concern.

(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)

The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern.

(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)

The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold (i.e. \$100,000.00).

(4) Women-owned business concern (other than small business concern).

(Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)

The offeror represents that it ☐ is a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns.

If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).)

Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees

☐ 50 or fewer
☐ 51 - 100
☐ 101 - 250
☐ 251 - 500
☐ 501 - 750
☐ 751 - 1,000
☐ Over 1,000

Average Annual Gross Revenues

☐ \$1 million or less
☐ \$1,000,001 - \$2 million
☐ \$2,000,001 - \$3.5 million
☐ \$3,500,001 - \$5 million
☐ \$5,000,001 - \$10 million
☐ \$10,000,001-\$17 million
☐ Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material

change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) (The offeror shall check the category in which its ownership falls):

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American
(American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American
(persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American
(persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

- (i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (The certificate in DFARS 252.225-7000 or 7006 shall be completed if it is provided as an Attachment to 52.212-3.)

(g) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

ADDENDUM TO 52.212-3

(a) Definitions- Delete first paragraph referencing "Emerging Small Business".

ATTACHMENT TO 52.212-3

**252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (SEP 1999) DFARS**

(a) Definitions.

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____
_____	_____
_____	_____

**52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
(MAY 1999)**

As prescribed in 12.301(b)(3), insert the following clause:

Contract Terms and Conditions--Commercial Items (May 1999)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice) to the address designated in the contract to receive invoices.

An invoice must include--

(1) Name and address of the Contractor;

- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

An Electronic Invoice must follow the information in the attached 810 Transaction Set, version 3050, Electronic Invoice Attachment 2 page 176 to 204

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work.

Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction

of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (a), Inspection/Acceptance, is revised to add the following:
"Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer."
2. Paragraph (c), Changes, is deleted in its entirety and replaced with the following:
 - (c) Changes.
 - (1) The Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.
 - (2) The Contracting Officer may at anytime, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:
 - (i) method of shipment or packing;
 - (ii) place, manner, or time of delivery.
 - (3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
 - (4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
 - (5) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract."- 3. Paragraph (i) Payment:

[] Delete the 1st sentence and substitute the following: Fast Payment procedures apply. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government.

4. Paragraph (o), Warranty, is revised to add the following:

"In the event that a product recall is initiated by the Prime Vendor, supplier or manufacturer, the Prime Vendor should follow the procedures as outlined below:

- (1) Immediately notify the following personnel:
 - (i) Customers that have received the recalled product
 - (ii) DSCP Contracting Officer
 - (iii) DSCP Account Manager
 - (iv) DSCP Consumer Safety Officer at 215-737-3845
- (2) Provide the following information to the DSCP Consumer Safety Officer:
 - (i) Reason for recall
 - (ii) Level of recall, i.e. Type I, II or III
 - (iii) Description of product
 - (iv) Amount of product
 - (v) List of customers that have received product
 - (vi) Name and phone number of responsible person (Recall Coordinator).

(3) The Prime Vendor should provide a Final Status Report of Recall, when completed, to the DPSC Consumer Safety Officer."

5. Paragraph (t), Price Changes, is added as follows:

(t) Price Changes.

(1) Definitions.

- (i) Unit Price - The total price charged to DSCP per unit for a product delivered to the Government consists of two (2) components: delivered price and distribution price. This price shall not extend more than two (2) places past the decimal point.
- (ii) Delivered Price - The actual last invoice price of the product paid to the manufacturer/supplier, delivered to the Prime Vendor's facility.
- (iii) Distribution Price - The firm fixed price, offered as a dollar amount, which represents all the elements of the contract price other than the delivered price. This distribution price will consist of the prime vendor's projected general and administrative overhead, profit, packaging costs, transportation costs and any other expenses.

(2) Effective Period of Prices. Pricing will be at the time of order. These prices will be fixed until delivery, provided that the delivery is requested within the time frame of six days starting the day after the order is placed. If delivery is not requested until after this time frame, pricing will be as of the delivery date. The offeror warrants that the current delivered prices do not include any allowance for possible future increases. The vendor may not submit its invoices to DFAS Columbus for payment until notified by the customer that all product has been received in good condition and in the quantities stated on the invoice. This notification must be in writing.

(3) The offeror also warrants that its unit prices are equal to or lower than its most favored customer for similar quantities under comparable terms and conditions. Should price verifications reveal any instances of overpricing, the contractor further agrees to reimburse the Government for that amount.

(4) For the purpose of unit price adjustment, the offeror shall indicate its distribution price per unit of issue for each category of items which shall be expressed as a dollar figure. The distribution price may differ per category; however, each category and the associated items which fall under it, must have the same unit of issue. (The distribution price must always be equal to the unit price less the delivered price.) The distribution price, as proposed in the offer and accepted by the Government, shall remain fixed throughout the term of the contract.

(5) The delivered price for each item is influenced by commercial market forces, such as supply and demand, and competition among suppliers, and may, therefore, fluctuate. Vendors may change prices in their STORES Vendor Item Catalog weekly. The submissions are to be made by Thursday, to be in effect the following Sunday. All price changes must be submitted to DSCP via the 832 EDI Transaction Set. This transmission must be received by Thursday, 1:30 PM Philadelphia time. See Attachment 1: EDI Implementation Guidelines" for more information of the various EDI transaction sets required under this contract.

(6) Upon request, the Prime Vendor shall furnish to the Government data, as required by the Contracting Officer, to support price changes and to confirm that the contract unit prices under this contract are fair and reasonable and are based on the catalog or market prices which it pays to its suppliers. This supporting documentation shall be in the form of delivered price invoices and unit prices charged to the Prime Vendor's commercial business as well as suppliers' quotations, invoices, catalogs, published price lists and any other information as required by the Contracting Officer.

(7) The Government shall perform price verification analyses from time to time throughout the term of the contract. When requested, the contractor shall provide to the Contracting Officer delivered price invoices. The Prime Vendor shall keep all delivered price invoices for a period of at least one (1) year after issuance of the applicable delivery order. As a minimum, the Contracting Officer shall review the invoice in conjunction with the distribution price to verify the accuracy of the delivery order unit price (i.e. the unit price in effect in the contractor's electronic catalog at the time of delivery order placement).

(8) The delivered price plus distribution price should equal the delivery order unit price. The contractor shall promptly refund any overcharges discovered during this process. Overcharges shall also result in more frequent price verification analyses.

(9) The Prime Vendor shall obtain product from suppliers who can provide the best value to the Government in terms of price, delivery, and quality. Whenever appropriate, the Prime Vendor shall take advantage of "reduced price specials" and "sales" offered by suppliers, as well as those manufacturers that have a National Allowance Program Agreement (NAPA) with DSCP. A list of NAPA holders is attached to this solicitation.

(10) The requirements of this clause shall also apply to new items added to the Contractor's electronic catalog after contract award.

NOTE: In conjunction with the above clause, the contractor should note the following: Variable weight items (such as meat and poultry (roasts, turkey, etc.) and lump sum billing can not be receipted in decimals, e. g. 4.6 pounds. Contractors must round using Standard Rounding Methods.

(11) Offerors are advised that the Contracting Officer intends to conduct price verification analysis in the following manner:

(i) Periodically, the Price Verification Team may require the contractor to provide copies of specific invoices from suppliers covering up to 100 items that were previously ordered. These invoices will be used to verify that the Government is only being charged the actual product cost plus the negotiated distribution fee.

(ii) The Price Verification Team will request the above documentation in writing and the contractor will have thirty (30) days after the request to furnish the documentation.

(iii) A report of overcharges and undercharges (if applicable) will be forwarded to the contractor with a request for payment, if appropriate. The Government reserves all rights and remedies provided by law or under the contract in addition to recovering any overcharges.

(iv) The Government may elect to expand the scope of the price verification analysis if overcharges are discovered. The Government may also elect to reduce the scope of the price verification analysis if no overcharges are discovered.

(v) Unit prices shall be limited to a maximum of two (2) decimal places. For evaluation and award purposes, offers containing a unit price of more than two (2) decimal places shall be rounded off to two (2) decimal places. For administrative purposes, the extended line item and total dollar amounts will be rounded to two (2) decimal places and may not precisely reflect the quantity(ies) times the unit price(s). Payment shall be accomplished on a unit price basis.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (AUG 2000)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (3) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ☒ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ☐ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (4)(ii) Alternate I to 52.219-5.
- ☐ (4)(iii) Alternate II to 52.219-5.
- ☒ (5) 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ☒ (6) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- ☐ (7) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8)(i) 52.219-23, Notice of Price evaluation Adjustment for Small Disadvantaged Business Concerns (Pub L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (8)(ii) Alternate I of 52.219-23.
- ☐ (9) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, And 10 U.S.C. 2323).
- ☒ (10) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ___ (16)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (16)(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
Paragraphs (17) through (19) are not applicable and have been deleted.
- ___ (20) 52.225-13, Restriction on Certain Foreign Purchase (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ☒ (23) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ___ (24) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)
- ___ (27)(i) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).
- ___ (27)(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ___ (1) 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) 29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

____ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record.

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --
COMMERCIAL ITEMS (NOV 1995) DFARS**

(a) Definitions.

As used in this clause --

(1) "Foreign person" means any person other than a United States person as defined Section 16 (2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity certifies that it --

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407 (a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services.)

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it --

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, "Notification of Transportation of Supplies by Sea."

ADDENDUM TO 252.212-7000

Paragraph (c), above, does not apply to this acquisition.

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS
APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS (MAR 2000) DFARS**

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- ☒ 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts)(15 U.S.C. 637).
- ☐ 252.225-7001 Buy American Act and Balance of Payments Program 41 U.S.C. 10a-10d, E.O. 10582
- ☐ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (____ Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☒ 252.225-7012 Preference for Certain Domestic Commodities.
- ☐ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- ☐ 252.225-7021 Trade Agreements (____ Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C.2779) (Insert _____ in paragraph (b)(1))
- ☒ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (____ Alternate I) (41.U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ 252.227-7015 Technical Data -- Commercial Items (10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- ☐ 252.243-7002 Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10U.S.C.2631)

252.247-7024 Notification of Transportation of Supplies by Sea (10U.S.C.2631)

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY (MAR 1996)

(a) Certain supplies to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who are Blind or Severely Disabled (Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 48)). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA). The General Services Administration (GSA), or the Department of Veterans Affairs (VA). The contractor shall obtain mandatory supplies to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies by the time required, or if the quality of supplies provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies from other sources until the Contracting Officer has notified the Contractor that the mandatory source has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for JWOD central nonprofit agencies are:

(1) National Industries for the Blind (NIB)
1901 North Beauregard Street, Suite 200
Alexandria, VA 22311-1705
703-998-0770

(2) NISH
2235 Cedar Lane
Vienna, VA 22182-5200
703-560-6800

**52.209-9P04 CERTIFICATION OR DISCLOSURE OF SUSPENDED
SUBCONTRACTORS, SUPPLIERS OR INDIVIDUALS (JAN 1992) DSCP**

(a) Contractors are prohibited from using suspended or debarred contractors as subcontractors or suppliers.

(1) Except as listed in paragraph (3) below, the offeror certifies by submission of its offer, that no part of the work called for by any contract resulting from this solicitation shall be performed by any subcontractor, of any tier, or supplier appearing in the lists of parties excluded from federal procurement or nonprocurement programs.

(2) Verification of any contractor suspected of appearing in the above list may be obtained by contacting the contracting officer at the office shown on page 1 of the solicitation.

(3) Debarred or suspended contractors proposed as subcontractors or suppliers:
Name and Address of Contractor(s)

(4) Approval to use a debarred or suspended contractor as a subcontractor or supplier shall not be given by the government unless there are compelling reasons for this approval.

(5) Failure on the part of the offeror to comply with this clause in any contract resulting from this solicitation may result in the government terminating the entire contract, or any portion thereof, pursuant to the "default" clause of such contract.

(6) The offeror agrees, if awarded a contract under this solicitation, to insert the substance of this clause, including this paragraph (6), in every subcontract resulting from such contract and to require its subcontractors and suppliers to do likewise.

(b) In addition, offerors are required to identify below, as indicated any suspended or debarred individuals appearing in the list in paragraph (a)(1) above whom they employ, associate with or have a relationship to. Such employment, business associations and relationships will be examined to determine the impact of those ties on the responsibility of the offeror as a government contractor. Verification of suspected suspended/debarred individuals may be obtained as indicated in paragraph (a)(2) above.

<u>Name and Title of Suspended or Debarred Individual(s)</u>	<u>Organization (If other than offeror)</u>	<u>Describe Association/ Relationship: (e.g., employee, consultant)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

52.209-9P06 RESPONSIBILITY OF OFFEROR (JAN 1992) DSCP

In considering the responsibility of an offeror, the government reserves the right to determine the responsibility of the offeror's proposed subcontractor(s) or supplier(s). The same factors shall be used to determine the responsibility of the offeror and its subcontractor(s) or supplier(s). The determination of responsibility of a proposed subcontractor or supplier shall not be construed to relieve the contractor of the sole responsibility of assuring that performance of all work under the contract is in strict accordance with its terms and conditions.

52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations thereunder, the contractor shall, at the Government's option, either reimburse the Government or repair /replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if the supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

_____.

_____.

_____.

Phone Number: _____.

FAX Number: _____.

52.215-9002 SOCIOECONOMIC PROPOSAL (MAR 1996) DLAD

In addition to any subcontracting plan required by the Clause 52.219-9:

(i) Provide a description of the efforts your company will make to assure that small, small disadvantaged, and women-owned small business concerns will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you by small, small disadvantaged, and women-owned small business concerns. Include specific names of subcontractors to the extent they are known.

(ii) Describe any future plans your company has for developing additional subcontracting opportunities for small, small disadvantaged, and women-owned small business concerns during the contract period.

(iii) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to small, small disadvantaged, and women-owned small businesses.

(iv) Specify what type of performance data you will accumulate and provide to the Contracting officer regarding your support of small, small disadvantaged, and women-owned small businesses during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

52.215-9003 SOCIOECONOMIC SUPPORT EVALUATION (OCT 1996) DLAD

(a) The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposed a higher percentage, complexity level, and variety of participation by small, small disadvantaged, and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged, and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Command's small business office as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions.

(b) Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, and women-owned small businesses will be part of past performance evaluation.

52.215-9P09 PRE-PROPOSAL CONFERENCE (JAN 1992) DSCP

(a) A pre-proposal conference will be held at DSCP to explain and clarify the requirements of this solicitation and to respond to general questions raised by prospective offerors. Interested firms are encouraged to attend. Write or call one of the individuals identified in Block 6b of DSCP Form 33 (Page 1 of this document) if you plan to attend.

(b) Prospective offerors are requested to submit questions in writing at least five (5) days prior to the conference to allow inclusion of the questions in the agenda. Questions will be considered at any time prior to or during the conference, however, offerors will be asked to confirm verbal questions in writing. Responses to all questions will be incorporated in an amendment to the solicitation.

(c) The government will not be liable for expenses incurred by an offeror prior to contract award.

(d) Offerors are cautioned that remarks and explanations provided at the conference shall not change the terms of this solicitation unless the solicitation is amended in writing.

(e) The conference will be held at:

Location: Defense Supply Center Philadelphia
700 Robbins Avenue
Philadelphia, PA 19111-5092
Bldg. 6, Room No. 6B232 (Medium Conference Room)
Date: **November 29, 2000**
Time: 9:30 AM

NOTE: Cutoff date for receipt of questions is: **November 27, 2000**

**52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY
ORDER (S) (AUG 1992) DSCP**

Delivery orders issued against this indefinite delivery contract shall be administered by the person who placed the order on behalf of the government, i.e., the commissary ordering officer or the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency, commissary, or activity may reprocure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency, commissary or activity can take these particular procurement action. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDC.

**52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY
CONTRACT TERM EXTENSION (MAR 2000) DSCP**

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.

(b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

(c) The contracting officer may extend the term of this contract for four [4] additional one [1] year period(s) by written notice to the contractor within the time specified in the schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the government to an extension.

(d) Performance under the option period shall continue at the same performance level specified for the basic contract.

(e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.

(f) The option is deemed exercised when mailed or otherwise furnished to the contractor.

(g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply. The modification exercising the option will also modify DSCP clause 52.217-9P16, Effective Period of Contract--Indefinite-Delivery, Indefinite-Quantity Contract, to cover the base ordering period and the additional option period(s) exercised to date.

(h) The total duration of any options exercised under this clause shall not exceed one year.

(i) The following provisions apply only to negotiated acquisitions:

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$500,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(2) Prior to the award of any contract which will contain one or more priced options totaling \$500,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

52.217-9P13 EVALUATION OF OPTIONS -- SOURCE SELECTION FOR AN INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT (JAN 1992) ALTERNATE I (MAY 1997) DSCP

(a) For award purposes, in addition to an offeror's response to the base ordering period, the Government will evaluate its response to all options, both technical and price. To evaluate price, the Government will add the total price for all options to the total price for the base ordering period. Further, where a contract line or subline item number in the Supplies or Services and Prices Section specifies a minimum and maximum quantity, the maximum quantity will be used to determine the total price. Evaluation of options will not obligate the Government to exercise the options. For this solicitation, the options are as specified in Clause 52.217-9P12.

(b) Should offerors propose option prices which vary (for example, with quantities actually ordered and the dates when ordered), these offers will be evaluated using the highest option price offered for each item.

52.217-9P16 EFFECTIVE PERIOD OF CONTRACT - INDEFINITE DELIVERY CONTRACT (JAN 1992) DSCP

The effective period of this contract is from 05 March 2000 through 04 March 2001.

52.219-9002 DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM (DEC 1997) DLAD

(a) The offeror is invited to participate in a program whereby small, small disadvantaged, and women-owned small business are afforded the opportunity (through the offeror's provision of developmental assistance in its capacity as prime contractor) to participate in the DLA procurement process. (The offeror may alternatively propose to mentor a Javits-Wagner-O'Day (JWOD) Act-qualified nonprofit agency.) In order to participate, the offeror shall submit a proposal outlining the assistance already rendered or to be provided to the protege, as well as the kinds of value-added activity the offeror might expect to receive, in return, from the mentored entity. The offeror-mentor may propose to provide the benefit of its managerial expertise, technical capabilities, market knowledge, etc.; the protege will be expected to provide a specialized service or product, or potentially, admission into its own market. Participation is entirely voluntary.

(b) The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis among all offerors, rather than via establishment of an "acceptable" standard. The factor is an independent element in the overall award decision; the offeror who proposes or demonstrates the most comprehensive plan for tutoring a protégé will receive the highest rating for this evaluation factor during the source selection process. The evaluation will assess the offeror's willingness to assist

such entities in receiving better market shares, improving their processes, and generally contributing to their viability under long-term contracting arrangements.

(c) The proposal submitted by the successful offeror will be incorporated into its contract with DLA. The successful offeror will be expected to incorporate the salient points of the evaluated proposal into a written agreement (the MBA) with a protege selected by the offeror. The offeror's performance under the proposal will be monitored by the contracting officer and cognizant small business specialists (from the buying activity and/or the Defense Contract Management Command) during the contract period. This performance will be one factor used to determine placement of orders against multiple-award contracts and/or exercise of options in the contract's follow-on years (as applicable). It will also be used as an independent evaluation factor, and as an element of past performance evaluation, in subsequent source selection decisions.

**52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE
(DEC 1997) DLAD**

(a) The contractor's proposed MBA plan shall become part of this contract upon award. The contractor is hereby obligated, as part of its contractual undertaking, to enter into a written, binding mentoring business agreement with a protege based on and reflective of this plan. Performance under the MBA plan shall be evaluated by the contracting officer, and may become a consideration prior to option exercise for the follow-on years of long-term contracts. MBA plan implementation may also become an independent evaluation factor and/or part of the overall past performance evaluation factor in future source-selection decisions.

(b) The contractor-mentor and its protégé(s) shall meet semi-annually with the DLA contracting officer and the small business specialist(s) from the buying activity and/or the DCMC component to review progress/accomplishments under applicable MBA proposals. The contractor is also required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding proposal fulfillment. Any MBA with a protege that has voluntarily been submitted to the Government shall be compared by the contracting officer to the contractor's proposed plan, hereby incorporated into this contract, to ensure that it adequately reflects the mentor's obligations expressed therein.

52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN. (JAN 1999)

(a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) For Department of Defense contracts, this clause applies only if the contract includes a subcontracting plan incorporated under the terms of the clause at FAR 52.219-9, Small Business Subcontracting Plan. It does not apply to contracts awarded based on a subcontracting plan submitted and approved under paragraph (g) of the clause at 52.219-9.

(b) Definitions. As used in this clause:
"Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from

the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601). "Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership shall constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(c) The Contractor agrees to use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer shall refer the matter to the--

U.S. Department of the Interior
Bureau of Indian Affairs (BIA)
Attn: Chief, Division of Contracting and
Grants Administration
1849 C Street, NW, MS-334A-SIB
Washington, DC 20245.

The BIA will determine the eligibility and notify the Contracting Officer. The 5 percent incentive payment will not be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the equitable adjustment to the prime contract shall be 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(d) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

52.233-9000 AGENCY PROTESTS (SEP 1996) DLAD

Companies protesting this procurement may file a protest 1) with the Contracting Officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979". The Contracting Officer will forward the protest to the appropriate official for decision. (This process allows for a higher level decision, on the initial protest; it is not a review of a contracting officer's decision on a protest filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

52.246-9P29 ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING CONTRACT MODIFICATIONS (JAN 1992) DPSC

Where contract modifications are issued solely for the benefit of the contractor, e.g. acceptance of nonconforming supplies or change in place of performance or delivery, the sum of \$100 (the Government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP

(a) Food Establishments.

(1) Establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products

furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," published by the US Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or deleted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the "Directory of Sanitarily Approved Food Establishments."

(i) Meat and meat products and poultry and poultry products from establishments which are currently listed in the "Meat and Poultry Inspection Directory," published by the Meat and Poultry Inspection Program, AMS, USDA. The item, to be acceptable, shall, on delivery bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the Agency.

(ii) Meat and meat products for direct delivery to military installations within the same state may be supplied when the items are processed under state inspection in establishments certified by the USDA as being equal to Federal meat inspection requirements.

(iii) Poultry, poultry products, and shell eggs from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs," published by Poultry Programs, Grading Branch, AMS, USDA. Egg products (liquid, dehydrated) from establishments listed in the "Meat and Poultry Directory" published by the Food Safety Inspection Service. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the Agency.

(iv) Fish and fishery products from establishments listed in the "Approved List-Sanitary Inspected Fish Establishments," published by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service.

(v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a State milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers," published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978 Recommendations of the US Public Health Service," Public Health Service Publication No. 229.

(vi) "Dairy Plants Surveyed and Approved for USDA Grading Service," published by Dairy Division, Grading Branch, AMS, USDA.

(vii) Oysters, clams, and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists," published by the US Public Health Service.

(3) Establishments furnishing the following products are exempt from appearing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," or other publication, but will remain subject to inspection and approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Services:

- (i) Fruits, vegetables and juices thereof
- (ii) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs 2 (i), 2 (iii), or 2(iv) above).
- (iii) Food oils and fats (except animal products, unless such animal products are produced in establishments covered by paragraph 2 (i), 2 (iii), or 2(iv) above).

(iv) Foreign establishments whose prepackaged finished items are imported by distributors or brokers into the United States as brand name items and then sold to Armed Forces procurement agencies for commissary store resale.

(4) Subsistence items, other than those exempt from listing in the US Army Veterinary Command "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," bearing labels reading "Distributed by," etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other inspection agency acceptable to the Military Medical Service determines that the sanitary conditions of the establishment or its products have or may lead to product contamination, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the Government shall have the right to terminate the contract in accordance with the "Default" clause of the contract.

(b) Delivery Conveyances - The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. "(Semiperishable supplies shall be delivered in a non-refrigerated conveyance)". The delivery conveyances shall be subject to inspection by the Government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led or may lead to product contamination, or they constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

52.246-9P32 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESOME MEAT ACT (JAN 1992) DSCP

(a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act, and regulations thereunder. This warranty will apply regardless of whether or not the supplies have been:

- (1) Shipped in interstate commerce,
- (2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.
- (3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(c) Within a reasonable time after notice to the contractor of breach of this warranty, the government may, at its election:

- (1) Retain all or part of the supplies and recover from the contractor, or deduct from the contract price, a sum determined to be equitable under the circumstances;
- (2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore; provided, that if the supplies are seized under either act, such seizure, at government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled "disputes".

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

- (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
- (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or

receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications;
or (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.procregs.hq.dla.mil/icps.htm>.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.procregs.hq.dla.mil/icps.htm>.

**252.204-7004 - REQUIRED CENTRAL CONTRACTOR REGISTRATION
(MAR 2000) DFARS**

(a) Definitions.

As used in this clause--

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying sub-units or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

I. GENERAL INFORMATION

A. The Government is committed to applying Source Selection contracting as a means of selecting the most qualified vendor to support the needs of the customers listed in this solicitation while assessing acquisition procedures, quality assurance practices, and reasonable pricing, as well as other factors.

1. Two (2) different techniques shall be utilized when submitting your proposal, Formal Oral Presentation/Structured Plant Site Visit and a written proposal. Except where otherwise noted, the Technical Proposal shall be orally presented in accordance with the instructions outlined in these "Instructions, Conditions, and Notices to Offerors." The Business Proposal must be submitted in writing. The Technical Proposal information required to be submitted in writing must be prepared separately in the quantities shown below and shall not be combined with the Business Proposal.

<u>WRITTEN VOLUME</u>	<u>TITLE</u>	<u>NO. OF COPIES</u>
I	TECHNICAL (Written)	6
	FORMAL ORAL PRESENTATION	
	Briefing Charts (if used)**	6
II	BUSINESS	2

****To include any presentation materials to be used (i.e. slides, videos, handouts, etc.). The names and titles of the presenters and copies of handouts must be included in the written proposals, either on your briefing charts (if used) or as an attachment to your written proposal.**

If the offeror fails to indicate in its written offer the names of those people who will be presenting at the "Formal" Oral Presentation, then the presenter will be restricted to the individual who signed the proposal.

2. Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to cost or pricing data. Conversely, the Business Proposal should not address information requested under an element listed as a technical factor. Cost and Price information shall only be contained in Volume II, Business Proposal. Each volume shall be bound separately and labeled appropriately.

3. As each zone will be evaluated and awarded independently of each other, vendors offering on both zones must clearly indicate pertinent zone information (i.e. delivery capabilities, location, customer service, pricing, etc.) in a manner capable of being evaluated for that particular zone only. Vendors may NOT offer on both zones as an "All or None". An offeror using only one distribution facility but offering on each zone

need only submit one proposal package, with the zone differences specified, and will only receive the allotted 3 hours for their oral presentations. Proposals using more than one facility within one zone also need only submit one proposal package and also will receive the allotted 3 hours for their presentation, however site visits will take place at each facility. Any offers from a firm on both zones in which different facilities will be used in each zone **MUST** be submitted independently of each other. In this instance, a separate oral presentation will be made for each company/facility within that zone.

B. Proposals will be evaluated for both technical excellence and price reasonableness in accordance with the evaluation criteria outlined in the "*Evaluation Factors for Award*" section of this solicitation. Technical factors listed in this solicitation are considered to be significantly more important than price (business) factors. However, as proposals become more equal in their technical merit, the evaluated price becomes more important. The offeror must clearly demonstrate its capability to support the customers' requirements in the most efficient, cost-effective manner. Proposals will be evaluated in accordance with the factors listed in the solicitation. The rating methodology will be adjectival, i.e., Excellent, Good, Fair and Poor.

C. For each factor the agency will make a risk assessment based on information contained in the proposal and other information, which has or may be derived from sources other than the proposal. This risk assessment will be evaluated in the rating for any factors that place the Government at risk.

D. In order to receive full consideration, firms are encouraged to ensure that the information provided in the Technical Proposal is factual and complete. To ensure that an accurate evaluation of the proposal is made, please address each sub-factor within each factor (written or formal oral presentation) in the order in which they appear in the solicitation. Failure to do so may result in the Technical Evaluation Panel overlooking important information. **REMINDER: Your site visit presentation is part of your technical proposal. Please address each sub-factor within each factor to be evaluated during your site visit presentation.**

E. The Technical Proposal shall be used for evaluation purposes only and is not considered to be part of the contract. ***The Government does, however, reserve the right to incorporate into the resultant contracts those elements of an offeror's technical proposal that exceed solicitation requirements.*** The Business Proposal "Market Basket of Items" delivered prices are essentially for evaluation purposes. However, these prices should not dramatically change for orders placed early in the contract unless documented market conditions arise.

F. Offeror's may provide additional technical information that will enhance the proposal; however, overly elaborate proposals that contain information not pertinent to this acquisition are not desired.

G. The Government reserves the right to verify any information presented in the technical and business proposals.

II. VOLUME I, TECHNICAL PROPOSAL

The following applies to both the written portion of the Technical Proposal as well as the Formal Oral presentation/Formal Structured Plant Site Visit.

A. The written technical proposal and Formal Oral Presentation and Formal Structured Plant Site Visit must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation. Failure to provide information as requested in any of the technical factors identified may be considered a "no response" and may not be ratable or may warrant a "Poor" rating for the applicable factor, sub-factor, element or sub-element.

B. Firms should prepare proposals and address elements in the same order as presented in the solicitation to facilitate the Government's review and evaluation of your proposal. Continuation sheets shall clearly identify the solicitation number and the offeror's name on each page.

C. **The complete technical proposal will be comprised of the following components:**

- 1. Written Technical Proposal**
- 2. Formal Oral Presentation**
- 3. Structured Plant Site Visit**

III. FORMAL ORAL PRESENTATION/STRUCTURED PLANT SITE VISIT

A. What is a "Formal Oral Presentation/Structured Plant Site Visit"?

1. A Formal Oral Presentation/Structured Plant Site Visit is a technique which provides offerors with an opportunity to present information through verbal means as a substitute for information traditionally provided in written form under the cover of the offeror's proposal. The Formal Oral Presentation/Structured Plant Site Visit is NOT a mere restatement or replication of the written proposal information but IS IN LIEU OF IT. The purpose of using the Oral Presentation/Structured Plant Site Visit technique is to eliminate, or greatly reduce, the need for written material, where information can be conveyed in a more meaningful and efficient way through verbal means.

2. One of the benefits of the Formal Oral Presentation/Structured Plant Site Visit is that it permits the evaluators to receive information as to the capability of the offeror, generally demonstrating its understanding of the work. It allows the evaluators to view the offeror's facility(ies) and business operations, allowing the offeror and key members of the offeror's team to describe how the work will be performed while the evaluators observe the offeror's team that will actually perform the work. The site visit portion also allows the evaluators to verify what is presented in the more formal oral and written presentations.

**IV. INSTRUCTIONS FOR FORMAL ORAL PRESENTATION/STRUCTURED
PLANT SITE VISIT**

A. A portion of the Technical Proposal will be submitted to the Technical Evaluation Panel (TEP) via a Formal Oral Presentation. The Formal Oral Presentations will be conducted at the offeror's location of business. The order in which the Oral Presentations occur will be randomly determined. The date of the Formal Oral Presentation will be confirmed in writing within seven (7) working days after the solicitation closing. Once the date for the Formal Oral Presentation is set, requests for changes of date **will not** be entertained. It is anticipated that the Formal Oral Presentations will be scheduled to begin during the second week of January, 2001.

Offerors are requested to indicate in the written technical proposal what days during the week specified would not be convenient for an oral presentation. All attempts will be made to accommodate such scheduling conflicts.

B. The Formal Oral Presentation/Structured Plant Site Visit will be conducted in two (2) parts. The first part will be a "formal" oral presentation made only by key members of the offeror's company, including any partner(s) who will be directly involved in successful performance of the resultant contract. The second part will be a "structured" tour of your facility where you will be asked various questions regarding your facility and its day to day operation. A checklist has also been included to aid in facilitating your site visit presentation (see attachment 6). You should assure those personnel capable of answering questions and/or demonstrating methods, systems etc. used in your day to day operations are available.

C. Offerors will be required to record both the "Formal" portions of the Oral Presentation and the Site Visit, as it is presented to the Technical Evaluation Panel, on VHS-format videotape. Offerors will be required to submit a copy of the recording to the Contracting Officer within 48 hours of the Oral Presentation. The VHS Tape is to be sent to:

Defense Supply Center Philadelphia
Directorate of Subsistence
700 Robbins Avenue
Philadelphia, PA 19111-5092
Attn.: Raymond Jacquette (215) 737-5888
DSCP-HFVE
Solicitation No. SP0300-00-R-D041

It should be noted that the awardee's Formal Oral Presentation/Structured Plant Site Visit may be used for future training sessions.

D. Note that the DSCP Technical Evaluation Panel may audio tape both parts of the Formal Oral Presentation/Structured Plant Site Visit for their immediate references.

E. Offerors will be allotted no more than 3 hours for the formal oral presentation (Note: there will only be one (1) Formal Oral Presentation per submission; i.e. if there is any type of joint venture or partnership only one (1) "Formal" Oral Presentation at the 3 hour limit will be permitted. Information to be presented at the Formal Oral Presentation will be on the following technical factors.

FACTOR I – Corporate Experience / Past Performance
FACTOR II - Distribution System / Delivery System
FACTOR III - Quality Assurance
FACTOR IV – Customer Service

The Structured Plant Site Visit will be conducted at each facility to be used in the performance of any resulting contracts. A list of all facilities from which product will be shipped must be included in the written proposal.

F. The Technical Evaluation Panel will not ask any questions during the "Formal" portion of the presentation, nor will any questions from the presenters be allowed other than to elicit a better understanding of the presented material.. There will be a break of approximately 20 minutes at the end of the first 1½ hour, then a 30-60 minute break at the end of the Formal Oral Presentation. A Question and Answer period will follow the break. This portion will also require video taping. During the Question and Answer period, the Technical Evaluation Panel will ask for any clarifications to any part of the offeror's presentation. The offeror **will not** be permitted to ask questions of the panel other than to elicit a better understanding of the Technical Panel's question. Following this, the technical evaluation panel and a key member of the facility will begin the "Structured" Plant Site Visit portion of the presentation. Neither the Formal Oral Presentation/Structured Plant Site Visit, nor the Question and Answer session will constitute discussions as defined in FAR 15.306 (d).

NOTE: The Technical Evaluation Panel may take pictures during the site visit. The offeror will refrain from the use of picture taking while the site visit is being conducted.

G. Any briefing charts to be used during the presentations will become part of the official record and **must be submitted** by the date and time specified for the receipt of proposals. Briefing charts received after this date and time are subject to the provisions of FAR 52.212-1(f) "Late Submissions, Modifications, Revisions, and Withdrawals of Offerors". If briefing charts are not submitted by the date and time specified, then the firm waives its right to use any charts during its Presentation. **NO HANDOUTS WILL BE ACCEPTED BEFORE, DURING, OR AFTER THE FORMAL ORAL PRESENTATION UNLESS COPIES OF THE HANDOUTS ARE PROVIDED WITH YOUR WRITTEN PROPOSAL.** The briefing charts may not be altered between the time of the closing and the presentation. Any changes to any briefing chart may result in a score of "Poor" for the factor to which the chart applied. **CHARTS SHOULD BE NUMBERED TO ALLOW FOR EASY REFERENCE DURING QUESTION AND ANSWER SESSION.**

H. No pricing information shall be included in the Presentation.

I. Formal Oral Presentations will begin at approximately 9:00 am. If the offeror has not completed its presentation after 2 hour and 45 minutes, a 15-minute warning will be given. At the end of the 3 hours, the offeror will be instructed to end its presentation and the recording equipment will be turned off. Any briefing charts which have not been presented within the 3 hour presentation **will not be considered** as part of the proposal and will not be evaluated.

J. The Structured Plant Site Visit will be conducted following the Formal Oral Presentation.

K. The offeror is required to submit **detailed directions/maps** to their facility from the closest major airport at time of closing of offers. If offeror will be utilizing warehouses/facilities that are in addition, or separate from their primary place of business, then separate directions must be submitted for that location. It is also requested that offerors send recommendations and directions to lodging, convenient to your warehouse/facilities to accommodate Technical Evaluation Panel members.

L. DSCP reserves the right to request all, or parts of the Technical Proposal which were not initially requested, to be submitted in writing. Offerors will be given five (5) working days to document their proposal in writing.

V. IT IS IMPERATIVE THAT THE FOLLOWING INFORMATION BE SUBMITTED IN WRITING WITH YOUR OFFER:

1. SF 1449 [Page 1 of solicitation] and any subsequent amendments to solicitation with original signatures
2. Certifications and Representations (All clauses that require a response must be filled out and returned)
3. List of references and contracts referenced in Technical Proposal - Part I., Corporate Experience/Past Performance (pages 85-88), FILLED OUT IN ENTIRETY.
4. Written Technical Proposal
5. Signed DLA MBAs which are currently in place referenced in Section V., DLA MBA Program Evaluation Factor
6. Subcontracting Plan (if applicable); Note: This is required for those offerors who are large business concerns
7. BRIEFING CHARTS (with name(s) and title of presenter(s))

VI. VOLUME II, BUSINESS PROPOSAL

A. The offeror is required to furnish limited pricing information as outlined in the solicitation section entitled **Submission Requirements**.

B. To be acceptable, the firm's business proposal must be complete, realistic, and reasonable. Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.

1. Unless otherwise stated, the technical proposal and business proposal must both be submitted by the date and time specified for the receipt of proposals on page 3 of the solicitation, or as amended, if applicable.

2. A **SIGNED** and **COMPLETED SOLICITATION** must accompany the technical and business proposals in its entirety, as well as any amendments, if applicable. Make sure all clauses that require a response are completed. Offerors may retain all attachments except the attachment containing your Corporate Experience/Past Performance. This attachment must also be submitted to DSCP at the time of closing. **FAILURE TO PROVIDE THE THREE (3) COMPONENTS OF THE TECHNICAL PROPOSAL (REFERENCED IN PARAGRAPH "C" ON PAGE 100) AND YOUR BUSINESS PROPOSAL MAY RENDER THE PROPOSAL UNACCEPTABLE AND MAY LEAD TO A REJECTION OF THE OFFER.**

SUBMISSION REQUIREMENTS
TECHNICAL PROPOSAL – PART I

Note: The information which must be submitted in writing as part of the written Technical proposal will state "written" above the paragraph. Likewise for information which must be submitted orally and information to be supplied during the site visit. **FACTORS ARE LISTED IN DESCENDING ORDER OF IMPORTANCE.**

The written information for Factor I. Corporate Experience/Past Performance, is to be annotated on the form attached entitled "Corporate Experience/Past Performance" unless noted. **DO NOT CHANGE THIS FORM. IF ADDITIONAL SPACE IF NEEDED, YOU MAY ATTACH A CONTINUATION SHEET TO THE FORM.**

FACTOR I

CORPORATE EXPERIENCE/PAST PERFORMANCE

Note:

Offerors that are proposing a joint venture, partnership, or a teaming approach should provide experience and past performance information for the offering joint venture, partnership, or team. You should also provide information on each team member or party to the joint venture or partnership (i.e. when each of these entities acted alone or as members of other teams/joint ventures). However, the most relevant experience and past performance data, and that which will receive the most credit, is the information directly related to the offering entity: you may also provide information related to key subcontractors, parent corporations, or other affiliates that will perform essential functions of the contract.

Written

Provide your Corporate Experience and Past Performance, as requested, on the attached form. In the past Performance section, provide, as a minimum, your five (5) highest dollar value contracts over the last three (3) years. If you have government contracts that are not included with the five highest dollar value contracts, then use blocks entitled "Account 4 and Account 5" for your government contracts regardless of dollar value. The offeror should also use the attached form to submit information regarding socioeconomic accomplishments and performance in carrying out Mentoring Business Agreement (MBA) proposals as part of its past performance information for any contracts referenced.

Identify the key personnel, or caliber of personnel to be assigned to the day to day management of the Prime Vendor Program. This may be done by submitting a brief summary identifying each person to be assigned to this endeavor and listing their years of experience in food distribution or identifying the caliber of personnel you expect to assign to this endeavor.

Note: The term Prime Vendor/Regular Dealer on this form refers to those accounts for which your company was the exclusive distributor, or had an agreement in place to provide exclusive support for certain commodities.

PV=Exclusive distributor or had an agreement to provide exclusive support for a certain commodity
Solicitation Number SP0300-00-R-D041

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A. CORPORATE EXPERIENCE/PAST PERFORMANCE

CORPORATE INFORMATION		OPERATING COMPANY/ LOCAL BRANCH INFORMATION
Number of year's experience as a Prime Vendor/regular dealer		
Number of accounts serviced as a prime Vendor/regular dealer similar in complexity to the proposed contract		
The total number of customers/accounts currently serviced under a prime vendor/ regular dealer arrangement		
The total number of delivery points currently Serviced under the prime vendor/regular dealer arrangement cited above.		
Prime Vendor/regular dealer sales dollar volume for the latest yearly reporting period for the above accounts.		
Total orders processed on a weekly basis, on average, for your largest account based on latest yearly reporting period.		

Page 2 of 4
 THE FOLLOWING PAST PERFORMANCE INFORMATION APPLIES
 TO THE OPERATING COMPANY – NOT THE CORPORATION

PLEASE PROVIDE THE APPROPRIATE INFORMATION BELOW FOR YOUR 5 HIGHEST DOLLAR VALUE CONTRACTS, FOR THE PAST 3 YEARS. If you have Government contracts that are not included with the five highest dollar value contracts, then use blocks 4 and 5 for your Government contracts regardless of their dollar value.

	Account 1	Account 2	Account 3	Account 4	Account 5
Customer Name Delivery Location City & State					
Customer's point of Contact and phone number					
Annual dollar value					
Fill rate/ Without substitutions*					
Fill rate/ With substitutions*					
Number of deliveries Per week					
Number of delivery Locations supported Per week					

*The fill rate shall be calculated as follows:

$$\frac{\text{Cases accepted}}{\text{Cases ordered}} \times 100 = \text{fill rate \%}$$

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	Account 1	Account 2	Account 3	Account 4	Account 5
Average number of line items per location per week					
Length of time this account has been serviced					
Contracting Agency (if applicable)					
Contract Number					
Contracting Officer's Name and Phone Number					

Page 4 of 4

PLEASE INDICATE THE AMOUNT OF SUPPLIES/SERVICES SUBCONTRACTED TO THE BELOW GROUPS, AS A PERCENTAGE OF THE TOTAL CONTRACT DOLLAR VALUE:

	Account 1	Account 2	Account 3	Account 4	Account 5
Small Business	%	%	%	%	%
Small Disadvantaged Business	%	%	%	%	%
Women Owned Business	%	%	%	%	%

MENTORING BUSINESS AGREEMENT (MBA'S)

	Agreement 1	Agreement 2	Agreement 3	Agreement 4	Agreement 5
Name of Company Mentored/P.O.C./ Telephone Number					
Areas of Developmental Assistance (Mgmt./Technical)					
Time Period of Agreement					

FACTOR II

DISTRIBUTION SYSTEM/DELIVERY SYSTEM

A. Product Availability/Technical Descriptions

Oral

1. The most current item catalog in use for the customers under this solicitation can be found as an attachment to this solicitation. You are expected to provide all of the items, or their equivalent. If you are able or unable to supply any of these items so state. Your inability to furnish all items may affect your overall rating.

NOTE: If you state you will be able to supply all items, it is expected that any item not currently in your inventory at the time of the award, that is requested by one of our customers during the Post Award cataloging process, will be readily available for issue upon the "first order".

2. Discuss your product availability, number of food line items, your product mix (i.e. national brand vs. private label) and dietary, nutritional supplements and individual portion items.

Written

3. You are required, under "New Items", to bring in new items within 30 days, excluding Government processing time, if movement of the new item is 20 cases or more per month. If your firm can exceed this requirement you should so state. This enhancement will be considered in your overall evaluation. Discuss the time line to bring in new items for both a current supplier and a new supplier.
4. For all items in the "Market Basket" that are an identical match, you must so state. If a product you priced in the "Market Basket" of items in your business proposal is not an "identical match" to the item we requested, you must provide the product technical description (specification) of the item you are offering. The technical description must contain sufficient detail to determine the product's salient characteristics for comparison to that solicited in the schedule of items. Offeror shall label the technical description with the market basket item number and its corresponding NSN/LSN, for identification purposes.

Note:

Meat items that are considered an "identical match" shall meet all the general and detailed requirements of the NAMPS Meat Buyers Guide (i.e. Purchaser Specified Options [PSO]). Fat limitations – unless otherwise specified the maximum average fat thickness shall be 0.25 inch and trim, weight and thickness tolerances, and the specified Quality Grade. Reference NAMPS/IMPS and grade standards for commercial use.

Subsequent to contract award, DSCP may request copies of any of the contractor's descriptions in order to conduct product quality evaluations. These evaluations will be conducted at customer locations for the purpose of verifying whether the product quality and characteristics meet or exceed the specified criteria and that the products are suitable for the Food Service operation.

B. Distribution and Resources



SITE VISIT/ORAL

1. Provide your firm's total warehouse capacity (dry, chill and freeze) and your firm's OPEN warehouse capacity (include pick slot and reserve slot) as it relates to the volume of this contract. Provide your facility's design maximum capacity expressed in annual dollar value. Discuss your capability to ship and receive simultaneously. Discuss and/or demonstrate related temperature and/or humidity controls.
2. As it relates to this contract, be prepared to discuss and/or demonstrate distribution equipment resources (i.e. number and type of trucks, owned/leased, etc.). Include in the discussion if additional equipment/resources would be required to handle the proposed contract. Include lead-time to acquire additional equipment as applicable.
3. It is expected that you will coordinate and develop a delivery route and stop-off sequence with all customers upon receipt of award. Discuss performance methodologies used to ensure on time deliveries. Discuss procedures to be employed to ensure that orders will be filled accurately and completely in order to meet the finalized delivery schedule.

Written

- a. In conjunction with the above, the following performance data for the last year to date is requested in writing:
- 1) % On-time delivery
 - 2) % Damage
 - 3) Mispicks
 - 4) % Short on truck
 - 5) % Returned
 - 6) % Other (explain)

The above data is to be substantiated with actual reports for, as a minimum, the current month.

C. Ordering System

Written

1. It is a requirement of the solicitation that the Prime Vendor be required to interface with the Government's established translation package, STORES, and support the Electronic Data Interchange transaction sets listed in the solicitation. You are required to submit a maximum of five (5) company names, P.O.C. and telephone numbers that your firm is currently supporting/servicing through electronic data interchange. If you are not EDI capable, submit your plan and time line when you expect to be EDI capable.
2. It is a requirement that your firm be able to produce the management reports as indicated in the solicitation. You may state whether your firm can supply any additional reports that are not listed in the solicitation that may benefit the Government. This information will be reviewed and may be considered as an enhancement to your overall proposal.

D. Location

Oral

Discuss how the location of your firm's warehouse(s) will enable you to support the customers during normal deliveries as well as emergencies. Your locations should allow for deliveries to the customer's location in the time frames specified by the customer.

E. Surge/Mobilization/Readiness

Oral

1. ***SURGE*** – Discuss in detail your ability to react to surge demands that may occur, or experience in supporting surge demands that may have occurred, as a result of the increase in troop strength. Thoroughly describe the ability of your firm to increase capacity output, including the magnitude and duration of the output, as well as the time frames for the increased capacity to be achieved. If surge demands should exceed the offeror's current capability to meet these demands, discuss capability to obtain additional resources, i.e. warehouse space, distribution equipment, personnel, etc. Discuss plans to replenish inventory under emergency situations; discuss sources and time frames.

Oral

2. ***MOBILIZATION*** – Describe your ability to respond to full-scale military mobilization wherein consumption may double or triple for a protracted period of time during a period of national emergency or mobilization. The offeror must demonstrate its ability to handle a longer-term requirement with significant increase in quantity. The offeror must state the level of increase (percentage) that can be reached, the time required to attain the increase, and the length of time the enhanced requirements can be sustained.

Written

3. ***READINESS PLAN*** - The offeror must submit a readiness plan indicating how increased requirements will be supported with additional suppliers, subcontractors, warehousing, etc., which may become involved in supporting this effort.

FACTOR III

QUALITY ASSURANCE

A. Supplier Selection Program

Oral

Discuss your firm's policies, procedures, and criteria used for selecting quality suppliers and the processes used by your firm to purchase products of consistent high quality with minimum variation on product appearance, grade, yield, taste, texture. Include how potential suppliers are evaluated, what criteria is used, how the results of the evaluation are documented, and if suppliers are evaluated differently. Is the evaluation process formal or informal. Discuss the methods used by your firm to ensure that standardized product quality will be maintained when products are acquired from various suppliers.

Note: You are still required to supply this information even if the function is performed at the corporate level.

B. Quality Control and Assurance Procedures



SITE VISIT/ORAL

1. Discuss the quality control procedures to be used under proposed contract. Include in your discussion procedures used during receipt, storage and out bound movement of product. Include a discussion on your inventory control systems and level of automation. Include in the discussion your reserve inventory and/or let down control procedures and that level of automation. Discuss the inventory rotation methods used by your firm, your monitoring procedures, the methodology followed in identification and correction of discrepancies in inventory management and order preparation. Identify key personnel responsible for ensuring quality procedures are monitored.
2. Provide inventory turnover rate information for overall warehouse by category, including fresh fruit and vegetables, as a minimum, for the last year. Include in the discussion the procedures used to control shelf life and proper shelf life dating for normally inventoried items.

C. Inspection and Sanitation Procedures



SITE VISIT/ORAL

1. The offeror must thoroughly discuss the inspection procedures employed to guarantee the movement of quality products. Include the frequency, type, and amount of inspection; product characteristics to be inspected (include standards used to inspect, e.g. temperatures); criteria for approving and rejecting products; criteria for removal of product from inventory; record for documenting inspection results; and the method for identifying the inspection status of approved and rejected product.
2. During the plant site visit you will be asked to describe the Sanitary Control Procedures and Stored Products Pest Management Program used by your firm to ensure that sanitation and warehousing practices are in accordance with acceptable industry standards. Include in the discussion (for both Sanitation and Pest Management) a description of your in-house program, scheduling of duties and inspection certification. For Contract Services/third party audits include the frequency of service, service provided and monitoring procedures. Be prepared to furnish copies of your most recent inspection reports for your firm. If your offer is a partnership or a teaming effort, you will be asked to furnish recent sanitary inspection reports for all parties involved, at each individual site.

D. Recall Procedures

Oral

In addition to the required recall procedures outlined in the Addendum to Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", thoroughly discuss your procedures for notifying the customers and DSCP, of any recalls. Discuss the time frames involved and how recalled products will be identified, both at the customer's facility and in your warehouse. Discuss recalls of differing types and how they are handled.

FACTOR IV

CUSTOMER SERVICE

A. Customer Service Approach

Oral

1. Explain your customer service strategy for this acquisition. Explain your company's customer service function and focus. Does your firm chart your companies' customer satisfaction? If so, how?
2. Explain how your customer service representative will ensure that all the customers needs are accommodated. At a minimum, customer service representative visits shall be made on a quarterly basis, however, customers may require more frequent visits (i.e. monthly) . Explain how you intend to accommodate this requirement. Also, indicate the number of sales visits planned, and what value added services the sales representative will perform. Discuss your plan to implement the requirement to have a representative with full authority to make decisions and attend monthly Menu Board Meetings and monthly Mess Hall/ Dining Hall Manager Meetings. Discuss the procedures (and authority if applicable) followed by the customer service representative regarding the identification and correction of discrepancies and the resolution of customer complaints at the customers level (i.e. not in-house quality control).
3. The solicitation requires the Prime Vendor to advise customers no later than 12 noon on the skip day of the non-availability of any item and any recommendation for substitution. Discuss your process on how the orders will be pulled from the mailbox and received into your automated system. Include frequency and time line for both processes. Also, discuss your process and methods of advising customers of manufacturer's backorders (i.e. long term product nonavailability).

Written

4. If awarded this contract you are required to break cases of various items listed on page 22 of the solicitation. In addition to these items, discuss your firm's policy on breaking cases of other products, including the number or type of items for which than can be done. Also, indicate any fees for breaking cases.

5. Electronic ordering is an integral part of our program. Discuss how deviations from the electronic order, such as add-ons, and cancellations will be handled and any charges associated, if applicable. Include the time lines in which deviation to orders and cancellations will be accepted.
6. Discuss your plans to handle emergency orders over and above those required by this solicitation. Include not only how you will handle the orders, but also what you will actually consider an emergency, and fees, if any, that you will place on these "emergency orders". Indicate your response time to deliver the emergency order.
7. It is the Government's goal to strive for continuous improvement in the quality of DSCP's process, products and service to our customers. DSCP works towards achieving continuous improvement to keep our customer satisfied. Your firm's range of services may span many areas outside the minimum requirements of the Government and in particular this solicitation. Describe how your firm might assist the DSCP in the above area. Your response will be reviewed and may be considered an enhancement to your overall proposal.

B. Rebates, Discounts and Allowances

Explain how rebates, discounts and allowances as a result of manufacturer or broker's specials, other than the NAPA Program or Food Shows, are to be returned to the Government. Describe the process for tracking and reporting of rebates, discounts and allowances and overall management of the program. The preferred method of return is up-front price reduction resulting in a lower invoice unit price to the customer. Provide a description of those rebates and discounts meeting the requirements herein.

NOTE: SITE VISIT PRESENTATION

The Site Visit Presentation is considered part of your Technical Proposal and, therefore, you are reminded to make sure that personnel capable of addressing various aspects of the site visit be available to the Technical Panel. Please be prepared to discuss and/or demonstrate, in the detail required in "Submission Requirements", those factors identified by "SITE VISIT".

A check list is attached to this solicitation to aid you in this area. (Attachment 8)

NOTE: The Government reserves the right to make an award without discussions. Your best efforts should, therefore, be placed on your offer as originally submitted.

SUBMISSION REQUIREMENTS
BUSINESS PROPOSAL - PART II

THIS PORTION MUST BE SUBMITTED IN WRITING

A. PRICING

1. An evaluation will be made against items selected from the highest usage items and general food supplies provided by the customers supported under this solicitation, as well as items listed under the Basic Daily Food Allowance (BDFA) listing. Estimated annual quantities for the items selected are indicated next to each item and are for information and evaluation purposes only. The items will be weighted against the estimated yearly requirements of the ordering activities and evaluated for the lowest overall aggregate cost to the Government. A separate evaluation will be made of the offeror's distribution pricing, using the same market basket of items.

2. Offerors are to submit the most current unit prices for each of these items. This unit price must be in a format that shows the delivered price and the distribution price as separate entries, then totaled. For example, if the delivered price is \$2.00 and the distribution price is \$.50, pricing should be formulated as follows:

$$\text{\$ 2.00} + \text{\$.50} = \text{\$ 2.50}$$

Do Not Submit only the Unit Price; the two (2) elements must be shown separately as two separate evaluations are being performed.

****Do not deduct any NAPA allowances from the delivered price on your business proposal.**

3. **Prices must not extend more than two (2) places to the right of the decimal point.** Standard rounding methods should be observed. For example, a delivered price of \$4.578 plus a distribution price of \$.232 should be rounded to \$4.58 plus \$.23.

4. If an offeror carries a variety of brands for the same item, the price submitted shall be for the lowest price, technically acceptable, item that meets the Government's requirements.

5. **ALL Offered Delivered Prices Must Be Substantiated With A Copy Of The Manufacturer's Invoice for each item in the Schedule of Items.** If you do not have a manufacturer's invoice, a written quote from the manufacturer will be accepted contingent upon prior approval of the contracting officer. The quote shall be presented in the following manner: Detailed on manufacturer / company letterhead, date of price quote, time period price quote is valid, total quantity for which price quote is valid, manufacturer part number, manufacturer's Point of Contract, including name, title, address and phone number. The invoices should reflect the prices effective within two (2) weeks prior to closing. If invoices are not available for that week, the most recent invoices shall be submitted. The Government has a strong preference for invoices over market quotes and prices within the two weeks from closing over earlier dates. For evaluation purposes only, the offeror is required to submit pricing for Market Basket Items that will meet the government's minimum requirement.

6. Offerors are required to complete and submit the Prime Vendor market basket of scheduled items, distribution categories and option year pricing.

7. For evaluation purposes of the market basket of items, distribution prices shall correspond to the unit of issue for each product, e.g. if the offered product is issued on a "per pound" basis, the distribution price shall be "per pound".

8. Option year prices must be submitted as a percentage (increase or decrease, e.g. +/-0.25%) from the base year.

9. Offerors are required to also submit this portion of the Business Proposal on a spreadsheet containing the following information:

- a. Item Number and Description (first line) as listed
- b. Estimated Quantity - Quantity given
- c. Unit of Issue – Self-explanatory. Note: Unit of Issue must be same as Government's listed in the Market Basket of Items.
- d. Distribution Price Category - Description of Distribution Price Category, e.g. "Frozen Meats". If you also identify your category of items by number, list this number also.
- e. Delivered Price - (DeP) the price you actually paid for the item, as substantiated by manufacturer invoice.
- f. Distribution Price - (DiP) your distribution price
- g. Unit Price - Delivered Price + Distribution Price
- h. Total - Estimated Quantity multiplied by Unit Price
- i. DIP/DEP - Distribution Price divided by the Delivered Price
- k. DIP AGG - Quantity multiplied by the distribution price.

Note: See example of this format as Attachment 5.

All prices submitted must not be more than two [2] places to the right of the decimal point ONLY. If IN ANY COLUMN prices appear having more than two [2] decimal places, the government will automatically round your prices up or down prices using standard rounding procedures.

10. When preparing the spreadsheet, totals must appear at the bottom of the "TOTAL" column (#7) and the "DP AGG" column (#9). Firms are strongly encouraged to use Microsoft Excel to prepare spreadsheets and submit a 3½" disk with the complete spreadsheet on it. Remember to include the offeror's name of the top of the spreadsheet.

11. Each firm must submit a hard copy of their spreadsheet, for the base year and each option year, as well as a copy of the spreadsheet(s) on a disk.

NOTE: PLEASE USE AN ANTI-VIRUS UTILITY TO ENSURE DISK IS VIRUS FREE BEFORE SUBMITTING.

B. DISTRIBUTION PRICES

1. Firms shall offer a distribution price for each category of items. ***The distribution price must be offered as a dollar/cents amount.*** Distribution prices offered as a percentage of the delivered price **are not acceptable**. The distribution price shall represent the amount to be added to the actual invoice price paid by the prime vendor for each food and beverage product to the manufacturer or supplier.

2. Offerors are strongly urged to use the Government's Category List as outlined in paragraph D of the section entitled "Supplies/Services and Prices" when submitting their Distribution Prices. However, offerors may submit their own food and beverage category listing on which distribution prices are based, subject to the restrictions as outlined in the above listed section. As stated previously, there is a fifty [50] category limit.

3. For Distribution Price Category Listing, prices are to be offered in the same manner in which you sell the product. For example, if you sell a product by the case, then the distribution price will be by the case. Whereas, if you sell the product by the pound or by the each, the distribution price would be listed accordingly. The distribution prices must be stated in a dollar amount, with not more than two places to the right of the decimal point.

4. Distribution prices shall remain constant for the complete term of the contract.

5. **ALL Offered Delivered Prices Must Be Substantiated With A Copy Of The Manufacturer's Invoice for each item in the Schedule of Items.** If you do not have a manufacturer's invoice, a written quote from the manufacturer will be accepted contingent upon prior approval of the contracting officer. The quote shall be presented in the following manner: Detailed on manufacturer / company letterhead, date of price quote, time period price quote is valid, total quantity for which price quote is valid, manufacturer part number, manufacturer's Point of Contract, including name, title, address and phone number. The invoices should reflect the prices effective within two (2) weeks prior to closing. If invoices are not available for that week, the most recent invoices shall be submitted. The Government has a strong preference for invoices over market quotes and prices within the two weeks from closing over earlier dates. For evaluation purposes only, the offeror is required to submit pricing for Market Basket Items that will meet the government's minimum requirement.

6. Offerors are required to complete and submit the Prime Vendor market basket of scheduled items, distribution categories and option year pricing.

7. For evaluation purposes of the market basket of items, distribution prices shall correspond to the unit of issue for each product, e.g. if the offered product is issued on a "per pound" basis, the distribution price shall be "per pound".

8. Option year prices must be submitted as a percentage (increase or decrease, e.g. +/-0.25%) from the base year.

9. Offerors are required to also submit this portion of the Business Proposal on a spreadsheet containing the following information:

- a. **Item Number and Description** (first line) as listed
- b. **Estimated Quantity** - Quantity given
- c. **Unit of Issue** – Self-explanatory. Note: Unit of Issue must be same as Government's listed in the Market Basket of Items.
- d. **Distribution Price Category** - Description of Distribution Price Category, e.g. "Frozen Meats". If you also identify your category of items by number, list this number also.
- e. **Delivered Price** - (DeP) the price you actually paid for the item, as substantiated by manufacturer invoice.
- f. **Distribution Price** - (DiP) your distribution price
- g. **Unit Price** - Delivered Price + Distribution Price
- h. **Total** - Estimated Quantity multiplied by Unit Price
- i. **DIP/UP** - Distribution Price divided by the Unit Price (given as a percentage)
- k. **DIP AGG** - Quantity multiplied by the distribution price.

Note: See example of this format as Attachment 5.

All prices submitted must not be more than two [2] places to the right of the decimal point ONLY. If IN ANY COLUMN prices appear having more than two [2] decimal places, the government will automatically round your prices up or down prices using standard rounding procedures.

10. When preparing the spreadsheet, totals must appear at the bottom of the "TOTAL" column (h), "DiP/UP" column (i) and the "DiP AGG" column (k). Firms are strongly encouraged to use Microsoft Excel to prepare spreadsheets and submit a 3½" disk with the complete spreadsheet on it. Remember to include the offeror's name of the top of the spreadsheet.

11. Each firm must submit a hard copy of their spreadsheet, for the base year and each option year, as well as a copy of the spreadsheet(s) on a disk.

NOTE: PLEASE USE AN ANTI-VIRUS UTILITY TO ENSURE DISK IS VIRUS FREE BEFORE SUBMITTING.

B. DISTRIBUTION PRICES

1. Firms shall offer a distribution price for each category of items. ***The distribution price must be offered as a dollar/cents amount.*** Distribution prices offered as a percentage of the delivered price **are not acceptable**. The distribution price shall represent the amount to be added to the actual invoice price paid by the prime vendor for each food and beverage product to the manufacturer or supplier.

2. Offerors are strongly urged to use the Government's Category List as outlined in paragraph D of the section entitled "Supplies/Services and Prices" when submitting their Distribution Prices. However, offerors may submit their own food and beverage category listing on which distribution prices are based, subject to the restrictions as outlined in the above listed section. As stated previously, there is a fifty [50] category limit.

3. For Distribution Price Category Listing, prices are to be offered in the same manner in which you sell the product. For example, if you sell a product by the case, then the distribution price will be by the case. Whereas, if you sell the product by the pound or by the each, the distribution price would be listed accordingly. The distribution prices must be stated in a dollar amount, with not more than two places to the right of the decimal point.

4. Distribution prices shall remain constant for the complete term of the contract.

C. PRODUCT LISTING

The offeror shall submit one (1) copy of its complete product listing for all food, beverage, and related non-food items as part of the Business Proposal.

D. PROCUREMENT PRICING PLAN

The information requested below will not be rated, but will be used in conjunction with your business proposal to substantiate how pricing was developed.

1. The offeror should **BRIEFLY** describe how unit prices are formulated and discuss the variable that may affect the price. **BRIEFLY** include the methodology used to "cost" products for items acquired from any divisions, subsidiary, or affiliates. Explain how the cost to your firm is converted to the delivered price (e.g. average monthly costs, LIFO or FIFO, last invoice methods, etc.).

2. **BRIEFLY** describe the purchasing methods utilized and how they take advantage of price discounts given for quantity purchases, sales and other types of special arrangements made for preferred customers. Describe how market pricing, commercial catalog pricing and competitive purchasing are utilized in your purchasing procedures. State whether quantities of volume price discounts offered are based on anticipated sales volume under this contract or the total sales volume for the company. Pricing of inventory adjustments, including breakage or spoilage shall be provided.

E. PRIME VENDOR (MARKET BASKET) SCHEDULE OF ITEMS

1. Delivered prices for the following items should be based on the last delivered price ("landed cost") during the full week (Monday through Friday) two weeks prior to the closing date of this solicitation. If no price is available for that particular week, the delivered cost used shall be based on the last available price prior to the time specified above. If the price used is not based on pricing for the period two weeks before the closing of this solicitation, your price should include the date of acquisition.

THE PRIME VENDOR SCHEDULE OF ITEMS FOR THE NEW ENGLAND STATES, ZONES 1 AND 2, ARE ATTACHED ON THE FOLLOWING PAGES. YOUR MOST CURRENT SUPPLIER INVOICE FOR THESE ITEMS MUST BE SUBMITTED WITH YOUR OFFER.

PLEASE FURNISH PRICES PER POUND FOR ITEMS THAT SPECIFY WEIGHT RANGES.

NOTE: OFFEROR MUST INCLUDE A BOTTOM LINE DOLLAR FIGURE FOR THE BASE YEAR AND EACH OPTION YEAR.

PRIME VENDOR SCHEDULE OF ITEMS
Solicitation Requirements for
SP0300-00-R-D041
Top Core Items

Item 1**8905_00_082-5733****Unit of Issue: LB**

FISH PORTIONS, RAW, BREADED,
 cod or haddock or lingcod, frozen, skinless, us grade a equivalent, 4
 oz ea, 5 to 10 lb box

VENDOR QUESTIONS:

Estimated Requirement quantity: 6,869 PRICE
 QUOTE (Y/N)? ____
 Delivered price per unit: ____
 + Distribution price per unit: ____
 Total unit price: ____
 Qty X total unit price: ____

Item 2**8905_00_126-8743****Unit of Issue: LB**

PORK SPARERIBS,
 frozen, max 3.5 lb (1.588 kg), namp 416, wt range a, and/or b

VENDOR QUESTIONS:

Estimated Requirement quantity: 14,000 PRICE
 QUOTE (Y/N)? ____
 Delivered price per unit: ____
 + Distribution price per unit: ____
 Total unit price: ____
 Qty X total unit price: ____

Item 3**8905_00_127-8472****Unit of Issue: LB**

COD FILLETS
 (natural or loin cuts), frozen, skinless, us grade a equivalent, 5 oz
 min wt

VENDOR QUESTIONS:

Estimated Requirement quantity: 5,000 PRICE
 QUOTE (Y/N)? ____
 Delivered price per unit: ____
 + Distribution price per unit: ____
 Total unit price: ____
 Qty X total unit price: ____

Item 4**8905_00_133-5886****Unit of Issue: LB**

BEEF ROUND, KNUCKLE, PEELED, AND/OR BEEF ROUND, TO
 frozen, max avg surface fat not to exceed 0.25 in. (0.635 cm), us
 choice grade or higher, 10 to 14 lb ea, namp 167a and/or 169

VENDOR QUESTIONS:

Estimated Requirement quantity: 40,000 PRICE
 QUOTE (Y/N)? ____
 Delivered price per unit: ____
 + Distribution price per unit: ____
 Total unit price: ____
 Qty X total unit price: ____

Item 5**8905_00_133-5889****Unit of Issue: LB**

BEEF BRAISING STEAK, SWISS,
 frozen, portion-cut, max avg surface fat not to exceed 0.25 in. (0.635
 cm), 6 oz (170.1 gm) ea, us choice grade or higher, namp 1102

VENDOR QUESTIONS:

Estimated Requirement quantity: 1,300 PRICE
 QUOTE (Y/N)? ____
 Delivered price per unit: ____
 + Distribution price per unit: ____
 Total unit price: ____
 Qty X total unit price: ____

Item 6**8905_00_164-6874****Unit of Issue: LB**

SCALLOPS, RAW
 frozen, us gr a equiv, not less than 20 nor more than 40 count per lb

VENDOR QUESTIONS:

Estimated Requirement quantity: 3,000 PRICE
 QUOTE (Y/N)? ____
 Delivered price per unit: ____
 + Distribution price per unit: ____
 Total unit price: ____
 Qty X total unit price: ____

Item 7
8905_00_177_5017

Unit of Issue: LB

BEEF FOR STEWING,
frozen, diced, uncooked, us select grade or higher, namp 135a

VENDOR QUESTIONS:

Estimated Requirement quantity: 10,849 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 8
8905_00_252_7669

Unit of Issue: LB

HALIBUT STEAKS
frozen, us gr a equiv, 4 to 15 oz ea, 15/16 in. thk

VENDOR QUESTIONS:

Estimated Requirement quantity: 2,500 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 9
8905_00_285_2075

Unit of Issue: LB

GROUND BEEF, BULK,
frozen, four 9 lb pgs or six 6 lb pgs per shipping container, namp
1136

VENDOR QUESTIONS:

Estimated Requirement quantity: 88,487 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 10
8905_00_491_7208

Unit of Issue: LB

CHICKEN
frozen, quarters, broiler, w/o neck and giblets, ready-to-cook, 3 to 3.5
lb, us grade a equivalent, namp p1009, four 10 lb bags per container

VENDOR QUESTIONS:

Estimated Requirement quantity: 34,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 11
8905_00_582_1323

Unit of Issue: LB

BEEF LOIN, TENDERLOIN, FULL,
frozen, graded or ungraded, max avg surface fat not to exceed 0.25
in. (0.635 cm), 4 lb (1.814 kg) min wt, namp 189

VENDOR QUESTIONS:

Estimated Requirement quantity: 10,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 12
8905_00_935_3268

Unit of Issue: LB

GROUND BEEF PATTIES,
frozen, round, 80% min lean, 3 oz (85.05 g) ea, namp 1136

VENDOR QUESTIONS:

Estimated Requirement quantity: 40,601 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 13
8905_00_960_2303

Unit of Issue: LB

SHRIMP, RAW, REGULAR BREADED
frozen, prepared from whole, headless, peeled fresh - chilled or fresh
- frozen shrimp, round or fantail split (butterfly), w/ or w/o tail fin, box
or individually quick frozen, us gr a equiv, 28 or less per lb

VENDOR QUESTIONS:

Estimated Requirement quantity: 12,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 14
8905_01_034_7548

Unit of Issue: LB

BEEF RIB, RIBEYE ROLL STEAK, BONELESS,
frozen, portion-cut, us choice grade or higher, max avg surface fat
not to exceed 0.25 in. (0.635 cm), 7 oz (198.45 g) ea, namp 1112

VENDOR QUESTIONS:

Estimated Requirement quantity: 5,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 15
8905_01_050_3656

Unit of Issue: LB

CRAB LEGS
alaska king, frozen, min leg fullness an average of 80% with no
individual less than 70% as determined by visual examination, 25-35
legs per 20 lb box with legs and claws in natural proportions (1 claw
for each 3 legs)

VENDOR QUESTIONS:

Estimated Requirement quantity: 3,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 16
8905_01_056_9123

Unit of Issue: LB

BEEF RIB, RIBEYE ROLL,
frozen, us choice grade or higher, max avg surface fat not to exceed
0.25 in. (0.636 cm), 8 to 12 lb (3.629 to 5.443 kg), namp 112, wt
range c and/or d

VENDOR QUESTIONS:

Estimated Requirement quantity: 26,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 17
8905_01_067_7964

Unit of Issue: LB

FISH PORTIONS, BATTER DIPPED
cod or ocean perch or pollock or whiting, partially precooked, for
baking or frying, frozen, tapered or wedge cut, 3 oz ea, not less than
50% fish flesh, 4-1/2 to 10 lb box

VENDOR QUESTIONS:

Estimated Requirement quantity: 5,500 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 18
8905_01_137_6655

Unit of Issue: LB

VEAL CUTLET, frozen, 3 to 6 oz (85.05 to 170.1 g) ea as specified,
US Choice or US Select Grade, USDA IMPS, Item No. 1336, class A

VENDOR QUESTIONS:

Estimated Requirement quantity: 8,500 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 19
8905_01_369_4422

Unit of Issue: LB

CHICKEN BREAST
frozen, broiler, or roaster, w/rib meat, skinless, boneless, 4 to 5 oz,
breast-half portion, ready-to-cook, us grade a equivalent

VENDOR QUESTIONS:

Estimated Requirement quantity: 35,987 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 20
8905_01_420_5255

Unit of Issue: LB

GROUND BEEF, BULK,
frozen, 80% min lean, 5 to 10 lb (2.268 to 4.536 kg) per bag, namp
1136

VENDOR QUESTIONS:

Estimated Requirement quantity: 22,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 21
8905_01_E09_1334

Unit of Issue: LB

CHICKEN, CUT-UP, 8 PIECE, FZN,
IQF, US Grade A equivalent, 3-3.5 lb avg wt bird

VENDOR QUESTIONS:

Estimated Requirement quantity: 14,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 22
8905_01_E09_1376

Unit of Issue: CO

CHICKEN WINGS, UNBRD, PRECKD, FZN,
disjointed (joints 1 & 2), hot pepper glaze, IQF, 10 lb co

VENDOR QUESTIONS:

Estimated Requirement quantity: 1,300 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 23
8905_01_E09_3260

Unit of Issue: LB

HAM, BNLS, CKD, CANNED,
4x6, 10-12 lb net wt

VENDOR QUESTIONS:

Estimated Requirement quantity: 13,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 24
8905_01_E09_5561

Unit of Issue: LB

BACON, SLICED, FZN,
cured, smoked, 18-22/lb

VENDOR QUESTIONS:

Estimated Requirement quantity: 10,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 25
8905_01_E09_6948

Unit of Issue: LB

FRANKFURTERS, BEEF, FZN,
8/lb, 10 lb pg

VENDOR QUESTIONS:

Estimated Requirement quantity: 11,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 26
8905_01_E09_8843

Unit of Issue: LB

FISH, SHRIMP, RAW, P&D, FZN,
US Grade A equivalent, 26-30/lb, 5 lb co

VENDOR QUESTIONS:

Estimated Requirement quantity: 10,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 27
8905_01_E09-9940

Unit of Issue: CN

FISH, TUNA, CANNED,
light, chunk pack, water pack, 66.5 oz can

VENDOR QUESTIONS:

Estimated Requirement quantity: 3,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 28
8905_01_E19-4397

Unit of Issue: LB

TURKEY, ROAST, BNLS, RAW, FZN,
combo white and dark meat, US Grade A or B, 10 lb avg

VENDOR QUESTIONS:

Estimated Requirement quantity: 25,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 29
8905_01_E59-0478

Unit of Issue: LB

BEEF RIB (PRIME RIB), CKD, FZN,
min US Choice Gr, rare, marin, wet pack, 10-15 lb avg, 2/case

VENDOR QUESTIONS:

Estimated Requirement quantity: 8,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 30
8910_00_043-3191

Unit of Issue: DZ

EGGS, SHELL
shell protected fresh, large, us consumer grade a, 30 dozen per
shipping container,

VENDOR QUESTIONS:

Estimated Requirement quantity: 33,270 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 31
8910_01_E09-1653

Unit of Issue: BG

CHEESE BLEND, PIZZA, SHREDDED, CHL,
part skim mozzarella, provolone parmesan, and romano, 5 lb bag

VENDOR QUESTIONS:

Estimated Requirement quantity: 2,300 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 32
8910_01_E09-1830

Unit of Issue: CO

MILK, REDUCED FAT, CHL,
2% milkfat, 5 gal BIB

VENDOR QUESTIONS:

Estimated Requirement quantity: 1,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 33
8910_01_E09-2914

Unit of Issue: CO

EGGS, WHOLE, FZN,
table grade, pasteurized, 5 lb co

VENDOR QUESTIONS:

Estimated Requirement quantity: 5,300 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 34
8910_01_E09-4865

Unit of Issue: LB

CHEESE, SWISS, NATURAL, SLICED, CHL,
12 lb pg

VENDOR QUESTIONS:

Estimated Requirement quantity: 1,500 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 35
8915_00_782-3508

Unit of Issue: LB

POTATOES, WHITE, FROZEN
french fried, refry color (after heating) shall be extra light or light,
straight-cut strips, 1/2 in. by 1/2 in. to 3/8 in. by 3/8 in., long or
medium lg, us grade a, 2 to 6 lb bag or box, u.s. standards for grades

VENDOR QUESTIONS:

Estimated Requirement quantity: 39,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 36
8915_01_373-4978

Unit of Issue: CN

TOMATOES, CANNED
diced, us grade a or b, no. 10 sized can, u.s. standards for grades,
style (e)

VENDOR QUESTIONS:

Estimated Requirement quantity: 8,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 37
8915_01_E09-0191

Unit of Issue: CN

VEG, MUSHROOMS, CANNED,
whole, or sliced, or stems and pieces, US Grade A or B, no. 10 size
can

VENDOR QUESTIONS:

Estimated Requirement quantity: 3,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 38
8915_01_E09-1247

Unit of Issue: LB

VEG, POTATOES, FR FRIES, CYLINDRICAL, FZN,
5 lb co

VENDOR QUESTIONS:

Estimated Requirement quantity: 23,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 39
8915_01_E09-3258

Unit of Issue: BX

JUICE, ORANGE,
conc, calcium fortified, 4/1, 3 gal BIB, for post-mix dispenser

VENDOR QUESTIONS:

Estimated Requirement quantity: 1,100 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 40
8920_01_226-9919

Unit of Issue: BG

FLOUR, WHEAT
general purpose (not for bread), bleached, enriched, 5 lb bag

VENDOR QUESTIONS:

Estimated Requirement quantity: 500 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 41
8920_01_E09-3432

Unit of Issue: BG

RICE, PARBOILED,
long grain, brown, 20 lb bag

VENDOR QUESTIONS:

Estimated Requirement quantity: 500 PRICE
QUOTE (Y/N)? :
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 42
8925_00_782-3318

Unit of Issue: PG

CHOCOLATE, COOKING
semisweet, chips (drops), 12 oz pg,

VENDOR QUESTIONS:

Estimated Requirement quantity: 7,500 PRICE
QUOTE (Y/N)? :
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 43
8925_01_226-3394

Unit of Issue: BG

SUGAR, REFINED
white, granulated, cane or beet, fine, extrafine, or superfine, 5 lb bag,
cid a-a-20135, type i, class 1 or 2

VENDOR QUESTIONS:

Estimated Requirement quantity: 500 PRICE
QUOTE (Y/N)? :
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 44
8925_01_E19-2028

Unit of Issue: CN

NUTS, PECANS, SHL,
halves, 1.75 lb can

VENDOR QUESTIONS:

Estimated Requirement quantity: 1,200 PRICE
QUOTE (Y/N)? :
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 45
8930_01_E09-2263

Unit of Issue: EA

PEANUT BUTTER,
smooth, ind serving, US Grade A, 0.75 oz ea

VENDOR QUESTIONS:

Estimated Requirement quantity: 50,000 PRICE
QUOTE (Y/N)? :
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 46
8935_01_E09-5140

Unit of Issue: CN

SOUP AND GRAVY BASE, CHICKEN,
24 oz can

VENDOR QUESTIONS:

Estimated Requirement quantity: 1,500 PRICE
QUOTE (Y/N)? :
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 47
8940_01_E09-2164

Unit of Issue: CN

BACON BITS, IMIT,
14 to 16 oz can

VENDOR QUESTIONS:

Estimated Requirement quantity: 4,500 PRICE
QUOTE (Y/N)? :
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 48
8945_01_E09-3808

Unit of Issue: LB

SHORTENING, SEMI-SOLID,
general purpose, all veg oil, one 50 lb cube/box

VENDOR QUESTIONS:

Estimated Requirement quantity: 50 PRICE
QUOTE (Y/N)?:
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 49
8950_00_127-9789

Unit of Issue: CN

CATSUP, TOMATO
us grade a, no. 10 size can, u.s. standards for grades

VENDOR QUESTIONS:

Estimated Requirement quantity: 6,218 PRICE
QUOTE (Y/N)?:
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 50
8950_01_230-4651

Unit of Issue: BT

DRESSING, RANCH, 8 OZ GLASS BOTTLE

VENDOR QUESTIONS:

Estimated Requirement quantity: 8,866 PRICE
QUOTE (Y/N)?:
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 51
8960_01_E09-2860

Unit of Issue: PG

BEV BASE, LEMONADE, SF,
pdr, w/aspartame, 8 qt yield

VENDOR QUESTIONS:

Estimated Requirement quantity: 11,000 PRICE
QUOTE (Y/N)?:
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

PRIME VENDOR SCHEDULE OF ITEMS
Solicitation Requirements for
SP0300-00-R-D041
Top Core Items

Page 1

Item 1**8905_00_082_5733****Unit of Issue: LB****FISH PORTIONS, RAW, BREADED,**

cod or haddock or lingcod, frozen, skinless, us grade a equivalent, 4 oz ea, 5 to 10 lb box

VENDOR QUESTIONS:

Estimated Requirement quantity: 400

PRICE

QUOTE (Y/N)?:

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 2**8905_00_164_0490****Unit of Issue: LB****FLOUNDER/SOLE FILLETS**

frozen, skinless, natural, us grade a equivalent, 3 oz ea min wt

VENDOR QUESTIONS:

Estimated Requirement quantity: 480

PRICE

QUOTE (Y/N)?:

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 3**8905_00_582_4039****Unit of Issue: LB****SHRIMP, RAW, PEELED**

deveined, individually quick frozen, us gr a equiv, 26 to 31, 32 to 38, or 39 to 44 per lb

VENDOR QUESTIONS:

Estimated Requirement quantity: 500

PRICE

QUOTE (Y/N)?:

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 4**8905_01_034_7547****Unit of Issue: LB****BEEF LOIN, STRIP LOIN STEAK, BONELESS, CENTER-CUT,**

frozen, portion-cut, with max 1 in. (2.54 cm) tail, max avg surface fat not to exceed 0.25 in. (0.635 cm), us choice grade or higher, 7 oz (198.45 g) ea, 0.4 to 1.0 in. thick, namp 1180 a, pso 4

VENDOR QUESTIONS:

Estimated Requirement quantity: 600

PRICE

QUOTE (Y/N)?:

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 5**8905_01_342_8122****Unit of Issue: LB****PORK LOIN CHOPS, CENTER-CUT, ONE MUSCLE, BONELESS,**

frozen, 5 oz (141.75 g) ea, namp 1412e

VENDOR QUESTIONS:

Estimated Requirement quantity: 1,620

PRICE

QUOTE (Y/N)?:

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 6**8905_01_369_4422****Unit of Issue: LB****CHICKEN BREAST**

frozen, broiler, or roaster, w/rib meat, skinless, boneless, 4 to 5 oz, breast-half portion, ready-to-cook, us grade a equivalent

VENDOR QUESTIONS:

Estimated Requirement quantity: 4,200

PRICE

QUOTE (Y/N)?:

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 7
8905_01_420_5961

Unit of Issue: LB

BEEF PATTIES, GROUND, frozen, 90% lean, precooked, 3 oz (85.05 g) patties, USDA IMPS, Item No. 1136

VENDOR QUESTIONS:

Estimated Requirement quantity: 2,700 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 8
8905_01_E09_1074

Unit of Issue: LB

BACON, SLICED, PRECKD, FZN,
cured, smoked, 100 to 300 slices/pg, NAMP 540

VENDOR QUESTIONS:

Estimated Requirement quantity: 790 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 9
8905_01_E09_1215

Unit of Issue: CN

HAM, SECTIONED AND FORMED, CKD, CANNED, CHL,
cured, vac pac, 10 lb ea

VENDOR QUESTIONS:

Estimated Requirement quantity: 2,800 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 10
8905_01_E09_2498

Unit of Issue: LB

BEEF, GRD, BULK, CHL,
80% min lean, 10 lb pg, NAMP 136

VENDOR QUESTIONS:

Estimated Requirement quantity: 3,400 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 11
8905_01_E09_3260

Unit of Issue: LB

HAM, BNLS, CKD, CANNED,
4x6, 10-12 lb net wt

VENDOR QUESTIONS:

Estimated Requirement quantity: 1,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 12
8905_01_E09_8993

Unit of Issue: LB

BEEF FAJITA STRIPS, SIRLOIN, PRECKD, FZN,
seasoned, 5 lb box, NAMP 612

VENDOR QUESTIONS:

Estimated Requirement quantity: 250 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 13
8910_01_210_4382

Unit of Issue: DZ

EGGS, SHELL
fresh or shell protected fresh, medium or larger, us consumer grade
a, 15 dozen per shipping container,

VENDOR QUESTIONS:

Estimated Requirement quantity: 6,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 14
8910_01_E09-1096

Unit of Issue: BG

CHEESE BLEND, PIZZA, SHREDDED, FZN,
part skim mozzarella, provolone, parmesan and romano, 5 lb bag

VENDOR QUESTIONS:

Estimated Requirement quantity: 300 PRICE
QUOTE (Y/N)? ____
Delivered price per unit: ____
+ Distribution price per unit: ____
Total unit price: ____
Qty X total unit price: ____

Item 15
8910_01_E09-1830

Unit of Issue: CO

MILK, REDUCED FAT, CHL,
2% milkfat, 5 gal BIB

VENDOR QUESTIONS:

Estimated Requirement quantity: 325 PRICE
QUOTE (Y/N)? ____
Delivered price per unit: ____
+ Distribution price per unit: ____
Total unit price: ____
Qty X total unit price: ____

Item 16
8915_00_127-9282

Unit of Issue: CN

PEAS, CANNED
early or sweet, us grade a or b, no. 10 size can, u.s. standards for
grades, type (a) or (b), size 1, 2, 3, 4, 5, 6, or 7, or combination
thereof

VENDOR QUESTIONS:

Estimated Requirement quantity: 275 PRICE
QUOTE (Y/N)? ____
Delivered price per unit: ____
+ Distribution price per unit: ____
Total unit price: ____
Qty X total unit price: ____

Item 17
8915_00_223-5800

Unit of Issue: CN

JUICE, GRAPE, CANNED
or grape juice from concentrate, concord type or a blend of not less
than 60% concord type and not more than 40% red grape varieties
other than concord type, single strength, unsweetened, us grade a or
us grade a equivalent, 5-1/4 to 6 fluid oz

VENDOR QUESTIONS:

Estimated Requirement quantity: 4,700 PRICE
QUOTE (Y/N)? ____
Delivered price per unit: ____
+ Distribution price per unit: ____
Total unit price: ____
Qty X total unit price: ____

Item 18
8915_00_782-3508

Unit of Issue: LB

POTATOES, WHITE, FROZEN
french fried, refry color (after heating) shall be extra light or light,
straight-cut strips, 1/2 in. by 1/2 in. to 3/8 in. by 3/8 in., long or
medium lg, us grade a, 2 to 6 lb bag or box, u.s. standards for grades

VENDOR QUESTIONS:

Estimated Requirement quantity: 7,000 PRICE
QUOTE (Y/N)? ____
Delivered price per unit: ____
+ Distribution price per unit: ____
Total unit price: ____
Qty X total unit price: ____

Item 19
8915_00_935-6620

Unit of Issue: LB

VEGETABLES, MIXED, FROZEN
consisting of 20% to 30% green or wax beans (round type, 1/2 to 1-
1/2 in. cuts), 20% to 30% carrots (diced style, 3/8 to 1/2 in. cubes),
20% to 30% corn (sweet, golden or yellow, whole kernel), and 10% to
20% green peas (early or sweet type)

VENDOR QUESTIONS:

Estimated Requirement quantity: 1,900 PRICE
QUOTE (Y/N)? ____
Delivered price per unit: ____
+ Distribution price per unit: ____
Total unit price: ____
Qty X total unit price: ____

Item 20
8915_01_135_5787

Unit of Issue: BX

CORN,FROZEN
golden or white, on-the-cob, us grade a or b, min ear lg 5-1/2 in., 48 ears per box, u.s. standards for grades, color (a) or (b)

VENDOR QUESTIONS:

Estimated Requirement quantity: 90 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 21
8915_01_E09_0184

Unit of Issue: CO

JUICE, ORANGE, FZN,
conc, 4/1, 3 liter co, for post-mix dispenser

VENDOR QUESTIONS:

Estimated Requirement quantity: 215 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 22
8915_01_E09_8348

Unit of Issue: PG

VEG, ONION RINGS, PREFORMED, BTRD, FZN,
beer btrd, seasoned, 2.5 lb pg

VENDOR QUESTIONS:

Estimated Requirement quantity: 950 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 23
8920_00_132_7782

Unit of Issue: BX

CEREAL,PREPARED,PACKAGE ASSORTMENT
70 or 72 individual serving size pgs per intermediate box

VENDOR QUESTIONS:

Estimated Requirement quantity: 290 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 24
8920_01_226_9919

Unit of Issue: BG

FLOUR,WHEAT
general purpose (not for bread), bleached, enriched, 5 lb bag

VENDOR QUESTIONS:

Estimated Requirement quantity: 500 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 25
8920_01_E19_0506

Unit of Issue: EA

PIZZA CRUST, FZN, PARBAKED,
round, thin, 12 in. dia

VENDOR QUESTIONS:

Estimated Requirement quantity: 1,050 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 26
8920_01_E19_1511

Unit of Issue: PG

TORTILLAS, FZN,
flour, whole wheat, 12 in. dia, 12/pg

VENDOR QUESTIONS:

Estimated Requirement quantity: 450 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 27
8920_01_E19-4623

Unit of Issue: BG

RICE, PARBOILED,
med grain, 10 lb bag

VENDOR QUESTIONS:

Estimated Requirement quantity: 450 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 28
8925_01_226-3394

Unit of Issue: BG

SUGAR, REFINED
white, granulated, cane or beet. fine, extrafine, or superfine, 5 lb bag,

VENDOR QUESTIONS:

Estimated Requirement quantity: 500 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 29
8925_01_E09-0492

Unit of Issue: BG

SUGAR, REFINED,
white, granulated, 5 lb bag

VENDOR QUESTIONS:

Estimated Requirement quantity: 950 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 30
8925_01_E09-2383

Unit of Issue: CN

NUTS, PECANS, SHL,
pieces, 1.87 lb can

VENDOR QUESTIONS:

Estimated Requirement quantity: 100 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 31
8930_01_E09-2307

Unit of Issue: JR

PEANUT BUTTER,
smooth, US Grade A, 18 oz jar

VENDOR QUESTIONS:

Estimated Requirement quantity: 700 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 32
8940_01_E19-4483

Unit of Issue: LB

CORN DOG, FZN,
all meat frankfurter, w/skewer, 4/lb, 4 oz ea

VENDOR QUESTIONS:

Estimated Requirement quantity: 700 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 33
8945_01_E09-3808

Unit of Issue: LB

SHORTENING, SEMI-SOLID,
general purpose, all veg oil, one 50 lb cube/box

VENDOR QUESTIONS:

Estimated Requirement quantity: 200 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 34
8950_00_127-9790

Unit of Issue: BT

CATSUP, TOMATO
us grade a, 14 oz bottle, u.s. standards for grades

VENDOR QUESTIONS:

Estimated Requirement quantity: 3,200 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 35
8950_00_450-0016

Unit of Issue: CN

OLIVES
ripe, sliced, us grade a or b, no. 300 size can, u.s. standards for
grades, type (a), style (e)

VENDOR QUESTIONS:

Estimated Requirement quantity: 2,000 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 36
8950_01_E09-5844

Unit of Issue: CN

SAUCE, PIZZA,
no. 10 size can

VENDOR QUESTIONS:

Estimated Requirement quantity: 400 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 37
8950_01_E09-7439

Unit of Issue: JR

SALAD DRESSING,
regular, 32 oz jar

VENDOR QUESTIONS:

Estimated Requirement quantity: 450 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 38
8960_01_E09-2866

Unit of Issue: PG

BEV BASE, FRUIT PUNCH, SF,
pdr, w/aspartame, 8 qt yield

VENDOR QUESTIONS:

Estimated Requirement quantity: 200 PRICE
QUOTE (Y/N)? _____
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

F. OPTION PRICING

FAILURE TO INDICATE ACCEPTANCE OF THE OPTION BY ANNOTATING THE OFFEROR'S YEARLY OPTION PERCENTAGE CHANGE WILL BE DEEMED AS NON-ACCEPTANCE OF THE OPTION AND WILL RESULT IN REJECTION OF THE OFFEROR'S ENTIRE PROPOSAL.

Offerors are required to stipulate their distribution price rate of change for all items for the four option years, in the event the option years are invoked.

ZONE 1

OPTION YEAR ONE: _____

OPTION YEAR TWO: _____

OPTION YEAR THREE: _____

OPTION YEAR FOUR: _____

ZONE 2

OPTION YEAR ONE: _____

OPTION YEAR TWO: _____

OPTION YEAR THREE: _____

OPTION YEAR FOUR: _____

G. PLACE OF PERFORMANCE

(a) The offeror must stipulate information pertinent to the place of performance. **Failure to furnish this information with the offer may result in rejection of the offer.**

(b) No change in the places(s) of performance shall be permitted between the opening/closing date of the offer and the award except where time permits and then only upon receipt of the Contracting Officer's written approval.

(c) Any change in the place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the Contracting Officer.

(d) The offeror in the performance of any contract resulting from this solicitation, () **intends**, () **does not intend** (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror as indicated in this proposal or quotation.

(e) If the offeror checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street, Address, City,
County, State, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if other than
Offeror or Quoter

FACTORS H, I, AND J WILL BE RANKED COMPARATIVELY

H. SOCIOECONOMIC CONSIDERATIONS

Note: Under socioeconomic considerations (and subsequent management reports), offerors are to submit figures based on direct subcontracts for items that would be supplied under contract. No indirect costs for equipment or services are to be included.

Both large and small business offerors must indicate what portion of the proposal will be subcontracted to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Hub Zone Small Business (HZSB) concerns in terms of percentages and total dollars. The percentage shall be formulated using the total to be subcontracted as the divisor. The offeror must describe the proposed extent of SB, SDB, WOSB and HZSB concerns participation in the performance of this contract at the contractor, subcontractor, and product supplier levels. These figures shall pertain to the proposed acquisition only. These figures shall represent what percentage/dollar value of products to be supplied under this contract will be provided by a SB, SDB, WOSB, HZSB manufacturer or distributor. Please note that SDBs and HZSBs must be certified as such by the Small Business Administration.

Written

1. The offeror shall describe the proposed extent of SB, SDB, WOSB, and HZSB participation in the performance of the contract at the contractor and subcontractor level. In addition, firms shall also state whether they are a large or small foodservice distributor. A small firm is defined as having less than 500 employees and must not be a subsidiary or division of a large company/corporation.

2. The following is the preferred format for the submission of socioeconomic data. Separate subcontracting goals must be submitted for each proposed contract.

	<u>DOLLAR</u>	<u>PERCENT</u>
1. Total Contract Price:	_____	_____
2. Total to be subcontracted:		
a. To Large Business	_____	_____
b. To Small Business	_____	_____
1. To SDB	_____	_____
2. To WOSB	_____	_____
3. To HZSB	_____	_____
4. To other SB's	_____	_____

Note:

When calculating socioeconomic goals, for socioeconomic goals, the business size of the manufacturer is to be considered, not the business size of the broker/agent that may have supplied the product to the distributor.

If the offeror is a Small, Small Disadvantaged, Women-Owned Small or Hub Zone Small Business, the offeror may NOT include its "cost of doing business" as part of the subcontracting goals proposed for this acquisition.

Offerors who are Small Business will receive additional credit under this factor for evaluation purposes.

Performance on prior contracts in subcontracting with and assisting Small, Small Disadvantaged, Women-Owned Small, and Hub Zone Small Businesses will be part of past performance evaluation.

3. Organizational Efforts

a. The offeror shall describe the efforts it will make to ensure that SB, SDB, WOSB, HZSB concerns will have an equitable opportunity to compete for subcontracts or as product suppliers on this acquisition.

b. The offeror shall describe its willingness and any plans it has to develop additional opportunities for SB, SDB, WOSB, and HZSB concerns. The offeror must furthermore identify the employee(s) responsible for ensuring that an equitable opportunity is afforded to the SB, SDB, WOSB, and HZSB firms to compete for contracts or supplier selection.

c. The offeror must indicate what percentage of its available subcontracting (or supplier utilization) dollars is allocated to small business concerns. Included in this percentage range is an estimated total subcontracting allocation to Small, Small Disadvantaged, Women-Owned and Hub Zone Small Business concerns.

d. The offeror shall be required to cooperate in studies or surveys in order to allow the Government to determine the extent of subcontracting opportunities identified for this acquisition.

e. The offeror is to demonstrate a knowledge of, and more preferably a working relationship with local, state, and/or federal organizations whose mission it is to promote Small Business, Small Disadvantaged Business, Women Owned Small Business and Hub Zone Small Business concerns.

Note:

Large business offerors are required to submit the Small, Small Disadvantaged Women-Owned Small, Hub Zone Small Business subcontracting plan information as required by Clause 52.219-9 "Small Business Subcontracting Plan" in addition to the information that is a requirement of this section of the proposal. The subcontracting plan required by the FAR clause can incorporate all costs, direct and indirect, associated with this proposal. If an individual contract subcontracting plan is submitted, the plan must contain separate Small, Small Disadvantaged, Women-Owned Small and Hub Zone Small business subcontracting percentages and dollar levels for the base year as well as each option year.

I. DLA MENTORING BUSINESS AGREEMENT (MBA)

The DLA MBA Program was designed for prime contractors to provide developmental assistance to small business, small disadvantaged business, and women-owned small business concerns for value-added services and/or products. Prime contractors may also mentor Javits-Wagner-O'Day (JWOD) qualified nonprofit agencies for the blind and other severely disabled that have been approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the JWOD Act. DLA MBA's encourage participation and growth opportunities for small, small disadvantaged, women-owned small business concerns or JWOD workshop that will participate in carrying out the requirements of the prime contract. *The opportunities must constitute real business growth, which is measurable and meaningful.* An MBA shall be a written agreement between the prime contractor and the small, small disadvantaged or women-owned small business involved. Mentor will be required to submit periodic progress reports on their agreements. An MBA shall include, at a minimum, the following elements:

Written

a. Participants

Cite the criteria in selecting a firm or firms with whom to mentor. In addition, include the following information with all submissions:

- 1) Name, address, and plant location for contract holder and potential SB/SDB/WOSB, HZSB or JWOD participants(s).
- 2) Point of Contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from both parties.
- 3) The number of people employed by the small business, small disadvantaged business, or women-owned small business concern. If the firm is in the service sector, specify its annual average gross revenue for the last three- (3) fiscal years.

b. Agreement Type

- 1) Describe the type of agreement executed by the contract holder and the small business, small disadvantaged business, women-owned small business or JWOD entity. The agreement should state the benefits of the plan for both parties. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and

responsibilities of each party. *Plans that identify new business ventures rather than expansion of existing agreements are preferred.*

- 2) DLA MBA Agreements shall specifically identify the areas of developmental assistance (i.e. management/technical) that will be provided. The offeror should provide a discussion of the areas chosen for development/enhancement. Describe the scope of the plan, i.e. whether the plan will be specifically related to the requirements contained in the solicitation or will the plan cover other government and commercial customers.
- 3) Offerors shall identify and describe the management control techniques that would be used to insure that contract requirements are met. This should include the record keeping and communication techniques and the methods to be used to control and track performance.

c. Measurements and Reporting

- 1) Provide milestones for program implementation.
- 2) Discuss and describe the measurements/yardsticks that will be utilized to determine if program objectives and goals have been met. Projections of successful program measurements should result in:
 - a) An increase in the dollar value of subcontracts awarded to SB/SDB/WOSB and JWOD workshops under DLA contracts.
 - b) An improvement in the level of participation in DoD, other federal agencies and commercial contracting opportunities.
- 3) Mentors will be required to submit periodic progress reports on their agreements.
- 4) Copies of signed MBA's that are currently in place (and will apply to proposed contract) are required to be submitted.

J. JAVITS-WAGNER-O'DAY ACT

Offeror must provide the following:

1. A Description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.
2. Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other businesses and agencies in opportunities to diversify revenue production, during the contract period.
3. Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.
4. The offeror shall be required to submit periodic progress reports in the required monthly Socioeconomic Report to the contracting officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of JWOD entities during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small, small disadvantaged, and women-owned small businesses).

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S TECHNICAL AND BUSINESS PROPOSALS.

EVALUATION FACTORS FOR AWARD

GENERAL

(A) The Government will award two contracts, one for each zone, resulting from this solicitation to the responsible offerors whose offers conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following Technical factors (listed in descending order of importance) shall be used to evaluate offers:

- I. Corporate Experience/Past Performance
- II. Distribution/Delivery System
- III. Quality Assurance
- IV. Customer Service

Technical proposal is significantly more important than cost or price. However, when proposals become equal in technical merit, the evaluated cost or price becomes more important. As technical merit and the evaluated cost or price become essentially equal, other factors as listed below, may be used as discriminating elements for determining the selection of a source among otherwise substantially equal offers. They are listed in descending order of importance:

- (1) Small Disadvantaged Business Concerns;
- (2) Small Business Concerns which are also Women Owned Small Business Concerns;
- (3) Other Small Business Concerns;
- (4) Other concerns which are Women Owned Business Concerns

(B) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of the options shall not obligate the Government to exercise the option(s).

(C) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offerors within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(D) *Source Selection and Evaluation Procedures*

(1) Summary.

Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and business evaluation as described in paragraph below. The Contracting Officer may make a competitive range determination based on these evaluations, and submit it to the Source Selection Authority (SSA) for approval. The Government reserves the right to make award based on initial proposals. If award is not made based on initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Final revised offers resulting from discussions will undergo further technical and business evaluations. Finally, a proposal will be selected for award by the SSA, as described in paragraph below.

(2) Evaluation Process.

(a) Technical Evaluation Process - Offerors are required to present a portion of the technical information orally and to submit the remainder of the technical proposal in writing, as prescribed in the section of this solicitation entitled **Submission Requirements**. Each technical proposal will be evaluated by the Technical Evaluation Panel against the technical factors specified in paragraph (a) above. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, regardless of the cost or price offered. No discussions will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct deficiencies in order to become acceptable after the date and time specified for the receipt of offers.

(b) Business Evaluation Process - Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate the offeror's delivered prices on a market basket of items (Schedule of Items). A separate evaluation will also be made of the distribution prices provided for the market basket items. Distribution prices for items or categories not related to the market basket items will also be evaluated for reasonableness. The Government will evaluate limited pricing data with the initial proposals and during discussions, in accordance with FAR 15.4. The Government will evaluate all offeror's proposals to determine cost or price realism. Cost or price realism will demonstrate an offeror's understanding of the requirements of the solicitation. The estimated quantities will be multiplied by the unit prices to determine the lowest total aggregate price to the Government. Aggregate distribution prices will be calculated in the same manner. Option prices will also be evaluated in the same manner. All five (5) totals (base year and four option years) will be combined to determine the lowest overall cost to the Government. The total Aggregate Price is relatively more important than Distribution Pricing. **However**, as the difference in the total aggregate prices of technically equal offers decrease, the importance of distribution pricing will increase.

(3) Selection Process.

The final technical and business evaluation reports will be furnished to the Contracting Officer by the Evaluation Panels. The Contracting Officer will prepare a written recommendation for award and forward it to the SSA. It is the ultimate decision of the SSA to determine which offerors receive the awards.

EVALUATION FACTORS FOR AWARD
TECHNICAL PROPOSAL EVALUATION – PART I

The following evaluation criteria are listed in descending order of importance at the factor level. Each factor will state the importance of its subfactor. The Government will make a risk assessment based on information contained in the proposal and other information, which has or may be derived from sources other than the proposal. This risk assessment will be evaluated in the rating for any factors and/or subfactors that place the Government at risk.

FACTOR I

CORPORATE EXPERIENCE/PAST PERFORMANCE

The Government will perform an integrated assessment of the offeror's corporate experience and past performance. This assessment will also be performed for any partner that will perform in support of the proposed contract. (Note: Regardless of an offeror's years of experience, past performance will carry more weight in an integrated assessment). The Government will evaluate the offeror's experience in fulfilling requirements of similar dollars and volume for other customers in a Prime Vendor/regular dealer capacity, to include Government contracts, if any. This part of the evaluation will be based on the offeror's proposal, as well as any in-house Government records, if applicable.

The Government will evaluate the offeror's record of past performance both as a regular dealer/prime vendor and with Government contracts, if any, to determine whether the firm has a successful history of conforming to contractual requirements or business agreements, a commitment to customer satisfaction, timely delivery of quality products, providing consistently high fill rates, and service.

Offerors will also be evaluated on socioeconomic issues of past and present contracts (Government and Commercial). Offerors that do not have records of past performance on socioeconomic issues will neither be rated favorably or unfavorably.

The above evaluation will also be performed for any partner involved in the proposed contract. The Government will assess the prime vendor's, or partner's experience on contracts that in whole or when combined with other contracts, replicate the size and complexity of this solicitation. Firms that demonstrate significant experience in the above areas will be rated more favorably than those firms that do not.

When evaluating Past Performance, the offeror's written proposal, Government in-house records and information provided by the points of contact or reference designated by the offeror will be taken into account. This agency's personal experience with the offeror (if any) will be considered more significant than information provided by outside references.

The offeror's identification of key personnel, or caliber of personnel who will be key to the day to day management and overall success of the Prime Vendor Program will be considered in the overall evaluation.

FACTOR II

DISTRIBUTION/DELIVERY SYSTEM

The Subfactors for Distribution/Delivery System are of equal weight

A. Product Availability/Technical Descriptions

1. The number of items an offeror (and any partner(s)) currently carries in its inventory that meet the item descriptions, or commercial equivalent, of the item in our Market Basket in the solicitation will be evaluated.
2. The offeror's product availability system will be assessed in order to determine whether the firm is capable of supporting the requirements of the customers.
3. The offeror's policy regarding minimum order quantities to add new products to inventory within the Government specified quantity and time frame will be assessed.
4. The Government will evaluate the offeror's product descriptions to determine if the items offered meet minimum salient requirements for those items which are not an identical match to the items listed in the solicitation.

B. Distribution and Resources

1. The firm's available capacity (dry/chill/freeze) resources will be evaluated as to how the requirement of the solicitation will be supported. The offeror's facility's design maximum capacity expressed in dollar value will be assessed. The firm's capability to ship and receive simultaneously will be evaluated.. The firm's ability to control related temperature and/or humidity controls will be assessed.
2. The Government will evaluate the offeror's distribution equipment resources (i.e. number and type of trucks, owned/leased, etc.). Lead time to acquire additional equipment will be assessed.
3. The Government will assess the offeror's procedures to be employed to ensure orders are filled accurately and completely to meet the delivery schedule, including an evaluation of the previous year's performance data.. The current performance levels for mis picks, damage, short on truck, etc. will be evaluated.

C. Ordering System

1. Offeror will be required to submit a list of up to five (5) company names, P.O.C. and telephone numbers that offeror is currently supporting through the electronic data interchange.
2. The firm must be able to produce all required management reports. The ability to produce additional management reports that would benefit the Government, other than those listed as a requirement of the solicitation, will be reviewed and may be considered as an enhancement to offeror's overall proposal.

D. Location

1. For normal deliveries as well as emergencies the Government will assess the offerors location as it relates to the support of the customer.

E. Surge/Mobilization

1. The Government will evaluate the offeror's ability to support "surge" requirements. The capability to swiftly react to this situation will be assessed.
2. The offeror's ability to respond to increased consumption requirements for an extended period of time will be evaluated. Firms must demonstrate the ability to maintain a high level of performance for a span of time, usually with less than thirty-(30) days notice.
3. The firm's readiness plan will be assessed for completeness and ingenuity.

FACTOR III

QUALITY ASSURANCE

The subfactors for Quality Assurance are of equal weight

A. Supplier Selection Program

1. The Government will evaluate the offeror's supplier selection program. This evaluation will be conducted to determine the effectiveness of the program to provide continued supply of quality products with minimal variation. The Government will evaluate the offeror's methods to ensure that standardized product quality will be maintained when products are received from various suppliers.

B. Quality Control and Assurance Procedures

1. The Government will evaluate the offeror's QC and QA procedures, including its inventory rotation methods, level of automation, identification and correction of discrepancies, and receipt, storage and out bound movement of products.. Inventory control systems and monitoring procedures will be assessed. Offeror will be required to identify key personnel responsible for ensuring quality procedures are monitored.

2. Offerors inventory turnover rate information for overall warehouse by category will be evaluated. The procedures to control shelf life and proper shelf life dating for normally inventoried items will be assessed.

C. Inspection and Sanitation Procedures

1. The Government will assess the offeror's proposed inspection procedures, including type, frequency and amount of inspection to ensure that proper procedures are maintained. Procedures to ensure that the order conforms to the items ordered, has the proper shelf life-dating, is free of damage and meets industry standard for product quality, will be evaluated.

2. The offeror's Sanitary Control Procedures and Stored Product Pest Management Program will be evaluated. This evaluation will include sanitary inspection reports and any ratings as applicable (e.g. AIB, ASI)

D. Recall Procedures

1. The offeror's recall procedures will be assessed for timeliness and thoroughness. The methods used for notification and identification will be judged. The firms' methods for handling various types of recalls will be assessed.

FACTOR IV

CUSTOMER SERVICE

The subfactors for Customer Service are of equal importance

A. Customer Service Approach

1. The customer support service, strategy, function and focus offered by the firm will be assessed to determine its commitment to customer satisfaction.

2. The services to be provided by all your customer service representatives to be assigned to this contract will be evaluated to include sales visits planned and value added services. Your plan to implement the requirement to have a representative with

full authority to make decisions and attend monthly Menu Board Meetings and monthly Mess Hall/Dining Hall Manager meetings will be evaluated. Procedures regarding the identification and correction of discrepancies and resolution of customer complaints at the customer level will be assessed.

3. The offeror's plan to ensure that customers are notified by the required time of non-availability of any item and substitutions (to include backorders) will be evaluated. Your process and methods of advising customers of manufacturer's backorders will be evaluated. Your process for pulling orders into the firm's mailbox including frequency and timeline will also be evaluated.

4. The offeror's policy on breaking cases, along with type of items that can be split will be evaluated. Higher consideration will be given to offerors who can accommodate less than case quantities. Additionally, fees will be evaluated.

5. Offeror's will be evaluated on their ability to adapt to deviations to the electronic order including timelines and charges if any.

6. Procedures and response times for handling emergency orders over and above solicitation requirements will be evaluated.

7. The offeror's policy for pursuing, managing and collecting rebates, discounts and allowances. The preferred method of return shall be in the form of an up-front price reduction /off invoice reduction resulting in a lower invoice unit price to the customer.

8. The ability to offer a range of services offered outside the minimum requirements of the solicitation that would benefit the Government will be reviewed. This may be considered as an enhancement to offeror's overall proposal.

EVALUATION FACTORS FOR AWARD

BUSINESS PROPOSAL EVALUATION

*The following evaluation criteria are listed in descending order of importance. Aggregate Pricing (Factor A) is relatively more important than Distribution Pricing (Factor B) and so on. **However**, as the difference in the aggregate prices of technically equal offers decrease, the importance of distribution pricing will increase. Factors A and B are significantly more important than the remaining factors.*

A. Aggregate Pricing

The Government will evaluate the offeror's proposed pricing on the items selected from the list of the highest usage items provided by the customers listed in this solicitation, see "Prime Vendor Schedule of Items", pages 122-136. The estimated quantities shall be multiplied by the unit prices to determine the lowest overall cost to the Government. These figures will then be totaled to arrive at an estimated aggregate value. Pricing will be evaluated for all option years in the same manner. All five (5) totals will be added together to determine the lowest overall cost to the Government.

B. Distribution Prices

The Government will evaluate each offeror's distribution prices by determining an aggregate dollar value. This will be determined by multiplying the distribution prices by the estimated yearly requirements for the items listed in the solicitation. The aggregate dollar value will then be evaluated for reasonableness and overall low cost to the Government. Distribution prices, for all option years that do not relate to the market basket items will be evaluated for fairness and reasonableness. The percentage of distribution fee to total aggregate cost will also be evaluated.

C. Product Listing

The Offeror's current product listing shall be used for informational purposes and will not be evaluated under the Business Proposal.

D. Procurement Pricing Plan

The Offeror's procurement pricing plan shall be used for informational purposes and will not be evaluated under the Business Proposal.

E. Prime Vendor Schedule of Items

The schedule will be used in conjunction with Factor A and B above.

F. Option Pricing

Option pricing will be used in conjunction with Factor A and B above.

G. Place of Performance

There will be no evaluation on place of performance.

H. Socioeconomic Considerations

The Government will evaluate the offeror's socioeconomic plan to ensure that, to the maximum extent practical, small, small disadvantaged, women-owned small businesses and hub-zone small businesses are used as both suppliers and subcontractors in support of this Prime Vendor contract. The Government will evaluate the participation levels in terms of percentages and dollar values and comparatively assess the goals amongst the offerors. The Government will also perform a risk analysis of the offeror's Socioeconomic goals by evaluating organizational efforts - the measures that the offeror will take to ensure equitable opportunity, and further the opportunities, for small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB) and Hub zones small business (HZSB) firms will be evaluated. This assessment can enhance or detract from the overall factor ranking. Offerors that are small business concerns will receive additional credit. Large business concerns must include a Small Business and Small Disadvantaged Business Subcontracting Plan. This plan shall be evaluated for compliance and acceptability only.

I. DLA Mentoring Business Agreement (MBA)

The Government will evaluate the offeror's response to participating in the DLA MBA Program and its ability to mentor firms. The scope of the plan will also be evaluated. The responses from offerors on the MBA Program will be evaluated on a comparative basis amongst all offerors. **The offeror(s) indicating the most comprehensive plan(s) will receive the highest rating; this rating will be further enhanced if the offeror identifies new business ventures rather than expansion of existing agreements.** This evaluation will also be used to determine the offeror's willingness to assist SB's, SDB's and WOSB's in expanding their business.

J. Javits-Wagner-O'Day Act (JWOD)

The Government will evaluate the offeror's JWOD proposal on a comparative basis among all offerors per 52.215-9004 DLAD. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a

higher rating. Offeror's proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. Offeror is required to submit percentages supporting this program on a monthly basis to the Contracting Officer within the Socioeconomic Report.

COMPETITIVE RANGE DETERMINATION

If discussions are required, after initial evaluations are completed, the contracting officer will make a competitive range determination. Price and technical considered, only the highest rated offerors will be included in the competitive range. Offerors in the competitive range will be included in discussions. Offerors out of the competitive range will not participate in discussions and will no longer be considered for award. Offerors excluded from the competitive range will be notified in writing. At that time, pursuant to FAR 15.505 (A) an offeror may request a pre-award or post-award debriefing. If a pre-award debriefing is held only limited information will be releasable. Offerors debriefed after the competitive range determination are not entitled to a second debriefing after the award is made.

ATTACHMENT 1

THE ATTACHED GUIDE WAS DEVELOPED AS A CHECKLIST TO BE USED BY CONTRACTORS IN THE PREPARATION OF A SMALL BUSINESS SUBCONTRACTING PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF PUBLIC LAW 95-507. THE GUIDE ADDRESSES THE SIX MANDATORY ELEMENTS OF A SUBCONTRACTING PLAN AS SET FORTH IN FAR CLAUSE 52.219-9(D) AND SUPPLEMENTAL INFORMATION REQUIRED BY SECTION 1207 OF P.L. 99-661, CONTRACT GOAL FOR MINORITIES. IT IS INTENDED AS A TOOL TO ASSIST CONTRACTORS IN THE DEVELOPMENT OF AN ACCEPTABLE SUBCONTRACTING PLAN AND TO FACILITATE THE REVIEW BY THE CONTRACTING OFFICER, THE DSCP AND DEFENSE CONTRACT MANAGEMENT COMMAND (DCMC) SMALL BUSINESS SPECIALISTS AND THE SMALL BUSINESS ADMINISTRATION PROCUREMENT CENTER REPRESENTATIVE. IT IS RECOMMENDED THAT THE PLAN BE INCLUDED AS AN ADDENDUM TO THE SOLICITATION AND NOT PART OF SECTION L.

NOTE: Updated to include HUBZone and Small Disadvantaged Business Certification Requirements

THIS HANDOUT IS TO BE USED ONLY AS A REFERENCE TOOL IN PREPARING A SUBCONTRACTING PLAN.

SUBCONTRACTING PLANS

The Federal Acquisition Regulation, Clause 52-219.9 cites the six elements that each Subcontracting Plan must contain, i.e., goals; name and duties of the individual who will administer the plan; a description of efforts; flowdown clause; reports and records.

Goals: expressed in terms of percentages and dollars of the total contract value that are planned to be subcontracted to small business, HUBZone small business, small disadvantaged business and women-owned small business concerns that are realistic.

Administration: Name, title, and position within the corporate structure; duties and responsibilities of the individual who will administer the subcontracting program.

Description of Efforts: Describe steps to be taken to ensure equitable opportunities to small, HUBZone small business, small disadvantaged business and women-owned small business concerns.

Flowdown Clause: Requirement for subcontracts that offer further subcontracting opportunities and for subcontracts in excess of \$500,000.

Reports: Requirement to submit periodic reports

Records: Requirement to maintain records on adopted procedures to comply with requirements and goals in the plan.

The following information will assist you in determining what type of plan would be most beneficial for your firm to submit.

INDIVIDUAL SUBCONTRACTING PLAN:

This type of plan covers the entire contract period (including option years); applies to a specific acquisition; and has goals based on planned subcontracting for the specific contract except indirect costs, incurred for common or joint purposes, may be allocated on a prorated basis to the contract. The plan shall address all six elements as cited above. The plan when approved and incorporated into the contract will remain in effect until the contract has been completed.

MASTER SUBCONTRACTING PLAN:

This type of plan contains all the required elements of an individual plan, except goals. It can be submitted on a plant or division wide basis with no specific acquisition identified. The subcontracting goals and any deviations from the approved plan shall be identified by the offeror as an addendum to the approved Master Plan. The offeror will be required to provide the Procuring Contracting Officer (PCO) with copies of the approved Master Plan along with the addendum which cites the goals and deviations, if any. The approved master plan and the addendum are formulated into an individual subcontracting plan, which can be identified with a specific acquisition. A master plan is effective for a three-year period after approval by the Administrative Contracting Officer (ACO). The master plan, when incorporated in an individual plan, applies throughout the life of the contract.

COMMERCIAL PRODUCTS SUBCONTRACTING PLAN:

This type of plan is submitted on a plant or division wide basis with no specific acquisition identified. A commercial product means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the contractor's commercial product. The plan addresses all six elements as cited above. If a commercial product is offered, the subcontracting plan may cover the company's commercial production generally, both for government contracts and for regular commercial sales. The plan will remain in effect for the entire fiscal year. It is preferred that the plan coincide with the government's fiscal year since the activity under this type of plan is reported once a year on the SF 295. It is the contractor's responsibility to insure that it has an approved commercial plan on file for each year of contract performance.

DEFINITIONS

SMALL BUSINESS CONCERN: A small business is a concern, including its affiliates, which is organized for profit; independently owned and operated; not dominant in the field of operation in which it is competing; and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration.

HUBZone: An historically underutilized business zone, which is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation.

HUBZONE SMALL BUSINESS CONCERN: A small business concern that is located in an "historically underutilized business zone;" is owned and controlled by one or more U. S. Citizens; and at least 35% of its employees reside in the HUBZone. Status as a qualified HUBZone small business concern is determined by the Small Business Administration (SBA). If the SBA determines that a concern is a qualified HUBZone small business, it will issue a certification to that effect and will add the concern to the List of Qualified HUBZone Small Business Concerns on its Internet site at www.sba.gov/hubzone. The concern must appear on the list to be a HUBZone small business concern. HUBZone certifications will appear in individual firm profiles in SBA's PRO-Net.

SMALL DISADVANTAGED BUSINESS CONCERN (SDB): A small business concern (1) which is at least 51% owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more such individuals. The term "socially disadvantaged" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent Asian Americans. The term "economically disadvantaged" means socially disadvantaged individuals whose ability to compete in the free enterprise systems is impaired due to diminished capital and credit as compared to others in the same/similar line of business and, as a result, have been or are likely to be precluded from successfully competing in the open market. A socially disadvantaged individual whose personal net worth does not exceed \$750,000 (\$250,000 for certification under the SBA Section 8 (a) Program), excluding his/her ownership interest in the company and equity in his/her personal residence is considered to be economically disadvantaged.

Effective October 1, 1999, a subcontractor claiming SDB status must be certified by the Small Business Administration. SDBs can obtain application information from the SBA by calling 800-558-0884. SDBs that receive formal certification are listed in the SBA on-line data base, PRO-Net, at <http://pro-net.sba.gov>.

WOMAN-OWNED SMALL BUSINESS CONCERN: A small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or more women and whose management and daily business operations are controlled by one or more women.

SUBCONTRACT: Means any agreement (other than one involving an employee-employer relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract or subcontract.

SUBCONTRACTING PLAN

Date: _____

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION #: _____

END ITEM/SERVICE _____

Fill in Applicable Section:

Type of Plan

A. Master Subcontracting Plan

_____ Plant/Distribution Site

_____ Division

B. Commercial Subcontracting Plan

_____ Plant/Distribution Site

_____ Division

C. _____ Individual Contract Plan Total Contract Dollar Value _____

Complete the following if submitting a Commercial Subcontracting Plan.

Company/Division's Fiscal Year

FROM; _____ TO: _____
(Month/Year) (Month/Year)

Total Estimated FY Dollar Value: \$ _____

D. In accordance with FAR Clause 52.219-9 – The offeror's subcontracting plan shall include, at a minimum, the following:

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small, HUBZone small business, small disadvantaged and women owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. For individual contract plans, the total dollars to be subcontracted are stated. For commercial plans, the total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales are stated.
2. The suggested format for percentage and dollar goals follows:

	<u>DOLLARS</u>	<u>PERCENT</u>
Total to be Subcontracted	\$ _____	_____ %
A. To Large Business	\$ _____	_____ %*
B. To Small Business	\$ _____	_____ %*
1. HUBZone SB**	\$ _____	_____ %*
2. To Disadvantaged SB**	\$ _____	_____ %*
3. To Women-Owned SB**	\$ _____	_____ %*
4. To Other SB's**	\$ _____	_____ %*

* Divided into Total to be Subcontracted

**Subset of 2.B

3. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to small, HUBZone small business, small disadvantaged business, and women-owned small business concerns. (Note: Identify all supplies and services to be subcontracted. Further identify those supplies and services to be subcontracted to small business by one asterisk (*), HUBZone small business by two asterisk (**), small disadvantaged business by three asterisks (***) and women owned small business concerns by four asterisks (****).
4. A description of the method used to develop the subcontracting goals in item 2 above.
5. A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Small Business Administration's Procurement Marketing and Access Network (PRO-Net), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone small business, small disadvantaged business and women-owned small business concern trade associations). Information in PRO-Net can be relied upon as an accurate representation of a concern's size and ownership for the purposes of maintaining a small, HUBZone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
6. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small, HUBZone small business, small disadvantaged, and women-owned small business concerns.
7. The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

8. A description of the efforts the offeror will make to assure that small, HUBZone small business, small disadvantaged business and women owned small business concerns have an equitable opportunity to compete for subcontracts. (This element shall include, but shall not be limited to, the following:)

In order to effectively implement this plan to the extent consistent with efficient contract performance, the contractor shall perform the following functions:

- a. Assist small business, HUBZone small business, small disadvantaged, and women owned small business concerns by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small business, HUBZone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - b. Provide adequate and timely consideration of the potentialities of small, HUBZone small business, small disadvantaged, and women owned small business concerns in all "make or buy" decisions.
 - c. Counsel and discuss subcontracting opportunities with representatives of small, HUBZone small business, small disadvantaged and women owned business concerns.
 - d. Provide notice to subcontractors regarding penalties and remedies for misrepresentations of business status as small business, HUBZone small business, small disadvantaged business or women-owned small business for the purpose of obtaining a subcontract.
9. Assurances that the offeror (i) will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and (ii) will require all subcontractors (except small business concerns) who receive subcontracts in the excess of \$500,000.00 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.
10. Assurances that the offeror will (i) cooperate in any studies or surveys as may be required; (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan; (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms; and (iv) ensure that its subcontractors agree to submit Standard forms 294 and 295.
11. Recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small, HUBZone small business, small disadvantaged and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- a. Source lists (i.e., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - b. Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - c. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not; (B) whether HUBZone small business concerns were solicited and, if not, why not; (C) whether

small disadvantaged business concerns were solicited and if not, why not; (D) whether women-owned small businesses were solicited and if not, why not; and (E) if applicable, the reason award was not made to a small business, HUBZone small business, small disadvantaged business, or women owned small business concern

- d. Records of any outreach efforts to contact (A) trade associations; (B) business development organizations; and (C) conferences and trade fairs to locate small, HUBZone small business, small disadvantaged and women owned small business concerns.
- e. Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc. and (B) monitoring performance to evaluate compliance with the program's requirements.
- f. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

g. SUPPLEMENTAL INFORMATION

Section 1207 of Public Law 99-661, Contract Goal for Minorities, supplements FAR Clause 52.219-9. Offerors are required to:

- 1. Establish a subcontracting goal of 5% for small disadvantaged businesses.
- 2. Identify efforts to provide technical assistance to SDB's.
- 3. Include a statement that Historically Black Colleges and Universities (HBCU's) and other Minority Institutions (MI's) will be considered when developing SDB goals, when fapplicable.

SIGNATURE: _____
(EXECUTIVE OF COMPANY *)

TYPED NAME: _____

TITLE: _____

COMPANY: _____

DATE: _____

PLAN ACCEPTED BY: _____ DATE: _____
(CONTRACTING OFFICER)

AGENCY: _____

* THE INDIVIDUAL SIGNING THE PLAN SHALL BE AN EXECUTIVE OF THE COMPANY AND NOT THE DESIGNATED PLAN ADMINISTRATOR.

NOTE TO CONTRACTING OFFICER: UPON INCORPORATION OF A PLAN INTO THE CONTRACT, INDICATE HEREIN THE DOLLAR VALUE OF THE CONTRACT \$ _____

DATE THAT PLAN WAS FORWARDED TO APPROPRIATE DCMC. _____

ATTACHMENT 2

EDI Implementation Guidelines for Subsistence Prime Vendor (STORES) **May 1, 1998**

PART A

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1.1 CONTACTS	
1.2 EDI - HOW IT WORKS	
1.3 PARTIES INVOLVED.....	
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1.5 SOFTWARE	
1.6 NETWORKS	
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SECTION 2.0 TRADING PARTNER SETUP	
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SECTION 3.0 PRODUCTION PROCEDURES.....	
3.1 OUTGOING TRANSMISSION SCHEDULE	
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4.1 832 CATALOG (VENDOR TO DSCP).....	
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4.3 861 RECEIPT	

PART B

810 Transaction Set Version 3050

Electronic Invoice

Revised 7/30/98

PART A

Section 1.0 General Information

1.1 Contacts

Contact For	Name	Phone Number
DSCP System (STORES)	Tom Tarpey	(215) 737-4507
EDI Information	DoD Elec Comm Info Ctr	(800) 334-3414
EDI Information	Elec Comm Regional Ctr	http://www.saecrc.org
EDI Technical Support	Don Holmes	(215) 737-7317
Network Technical Support	DAASC – Paul McGhee	(937) 656-3805
DAASC Technical Support	Hotline Desk	(513) 296-5914
Prime Vendor Coordination	Keith Ford	(215) 737-2903
STORES Technical Support	STORES Help Desk	(800) 729-7869

1.2 EDI - How It Works

Orders are generated on a regular basis by the customer's requisition systems or keyed in by the customer and sent electronically to the vendor. The order data is passed through EDI translation software where it is converted into a standard structured format and a file is generated for the vendor. The system which performs this translation and transmission from the military customer's ordering point is the Subsistence Total Ordering and Receiving Electronic System (STORES).

Purchase orders are transmitted electronically to a network on a daily basis. The customer may order more than once a day. The network processes the files into the vendor's mailbox where the orders are held awaiting pick-up by the vendor. Replies are sent to the network by vendors to acknowledge that the transmission was received. These acknowledgments are picked up later by each customer's system. Each party communicates with the network which greatly simplifies the process.

When the network delivery to the vendor is complete, optimal use of the data by the vendor will be achieved when the vendor converts the purchase order data from the standard transmission format into their own internal format. Vendor processing can then occur without having to key the purchase order data.

Vendors provide initial and updated catalog item and price data via EDI. This data is transmitted to the Defense Personnel Support Center (DSCP) and not directly to the customer.

1.3 Parties Involved

There are approximately 220 military bases participating CONUS-wide with an approximate total of 500 purchasing locations. There will be an estimated 50 military bases participating in the European Theater with approximately 50 ordering locations. The central coordination for all activity is DSCP located in Philadelphia, PA. DSCP also has a support office in Europe, designated DSCP-E, which will play a role in Prime Vendor Europe.

Orders to be sent via EDI are determined by the customer's purchasing locations at the military base. These locations can be a dining facility, warehouse, depot, hospital, ship, child care center, or other facility. The purchasing locations are determined by the needs of the customer.

It is assumed that the participating vendor will handle via one EDI communication point all customer orders for any location within the contract geographical area. Other vendor or distributor's participation levels may be negotiable, and should be discussed with the DSCP EDI Coordinator.

1.4 Transaction Sets

When the customer sends the 850 Purchase Order to the vendor, a summary transaction is also sent to DSCP via EDI. This summary transaction contains only a total purchase order dollar amount and number of food items ordered. When the customer receives the goods ordered, quantities received are recorded using the STORES system. Once the receipts are approved and released, the 861 Receipt transaction set is used to send the details to DSCP. Vendors may receive copies of the 861 Receipt if desired.

Customers will not issue order cancellations via EDI. Vendors will not directly notify the customer of price changes, term changes, or deletions. The vendor sends this information via EDI to DSCP via the 832 Catalog transaction set. Once the appropriate updates are completed on the STORES MIS catalog, DSCP will send the 832 transaction set to all customers with the updated catalog information.

The EDI transaction sets are described in detail in later sections of this guideline. Vendors must be able to support the 850 Purchase Order, 832 Catalog, 997 Functional Acknowledgment, and, if desired, the 861 Receipt.

1.5 Software

All DSCP customers will be using the same EDI software and network to transmit orders. A standard system will be installed at all the participating military bases. Standard procedures have been implemented to ensure the distributed operations can be controlled and maintained from the central site in Philadelphia. The vendor may select any software that supports the transaction sets currently traded and any sets that may be traded in the future.

1.6 Networks

Networks are used as a clearinghouse for all transmissions. Sending and receiving parties may work independently of each other by letting the network handle problems such as storage, communication incompatibilities, scheduling and retransmission.

DSCP pays the network charges for delivery of the customer's documents to the network. The vendor will pay the charges for delivery of the customer's documents from the network to the vendor's system. Vendors may access the network by various means. Access may be via dial-up modem or via an Internet utility.

Various means of carrying data among the customers, vendors, and DSCP are being considered at this point. Toll-free 1-800 lines will not be used overseas. Vendors will need to rely on other means of accessing STORES. One of the most likely scenarios uses the Internet to pass and receive transactions. This may require that the vendor use an Internet service provider to access STORES.

1.7 Standards

DSCP subscribes to the American National Standards Institute (ANSI) X12 standards. The version supported in the purchase order transaction set is Version 3 Release 4 Subrelease 2. Version 3060 may also be supported in future releases of STORES. ANSI X12 documentation may be obtained from:

EDI Support Services, Inc.
PO Box 203
Chardon, Ohio 44024
1-800-334-4912

Once a new version of standards has been adopted and documented, DSCP will evaluate the changes to determine the impact to the system. DSCP will progress to a new version of the standards as needs justify. In such instances, the old version of the standards will continue to be supported as long as seems practical and necessary.

When it is necessary to convert to a new version of standards, DSCP will contact all trading partners and will furnish the date when DSCP will be prepared to transmit and receive messages in the new format. Appropriate document layouts will also be furnished. Arrangements can be made through the DSCP EDI Coordinator to conduct a test transmission using the new version of standards.

Section 2.0 Trading Partner Setup

2.1 Legal

Before DSCP customers can progress from test to production mode with the purchase order transaction, an Electronic Purchase Agreement (EPA) should be ratified. An EPA is a contract between the vendor and DSCP to send and receive documents electronically and in no way interferes with the contract, general purchase agreement or Purchase order terms.

2.2 Phase I - Sample Test File

During the Sample Test Phase generic purchase orders will be sent to vendors to ensure capability of receiving the customer's orders. Similarly, catalog files will be sent from the vendor to DSCP to test catalog transmission. Verbal notification is given to indicate successful sends and receives.

Section 3.0 Production Procedures

3.1 Outgoing Transmission Schedule

Currently, DSCP customers will only be transmitting outbound 850 purchase orders. Vendors will respond to 850 purchase orders with a 997 functional acknowledgment. Vendors will also send 832 Catalog transaction sets to DSCP. Additional transaction sets may be implemented at a future date. At that time the DSCP EDI coordinator will notify the customer and vendor with the appropriate information. DSCP customers and vendors have access to the network at any time. There is a scheduled batch process at DSCP which begins at 6:00 p.m. EST/EDT each day. Transactions received in Philadelphia, PA after that time will not be processed until the next day. Network overhead should be taken into account; allow 15 to 60 minutes depending on network traffic.

3.2 Verification of Transmission

DSCP customers expect the vendor to send a Functional Acknowledgment upon receiving an order transmission. Most systems can be programmed to send these automatically.

3.3 Problem Recovery During Production

During test mode, transmission problems are generally not recovered. After moving into production mode, delays, omissions, duplicates or any other type of error have to be addressed promptly. In the unlikely event that a delay lasts three days or longer, the DSCP customer will contact the vendor concerning the need to transmit hardcopy orders.

If the Interchange Control Number (ISA13 element) is received more than once, the vendor should not process the duplicate transmission. Although the DSCP standard software has the constraints to prevent sending out duplicate purchase orders, the vendor may still need to consider making a software check for purchase order numbers that may be inadvertently sent more than once.

It is DSCP's intent to successfully deliver data to the network for each vendor on each scheduled day. If the customer is unable to accomplish this by the agreed upon time, the customer will attempt to complete the delivery by no later than the next scheduled transmission. If the customer is reasonably confident of resolving the problem within that 24 hour period, there is no need to contact the receiving party.

If communications with the network fail due to a problem which is not corrected by the next scheduled transmission, the party experiencing the problem should evaluate the situation as soon as possible and discuss it with the other party. If a hardware or software problem appears to be of a magnitude to extend for more than three scheduled transmissions, an alternative means of communication may need to be chosen. Such situations will have to be evaluated on an individual basis to determine the proper

corrective action. If it is necessary to start conventional communications again, both parties should reestablish EDI as soon as possible for all subsequent messages.

The DSCP STORES Help Desk or DSCP Account Manager should be promptly contacted with operational concerns related to purchase order transactions.

Section 4.0 EDI Transaction Sets

4.1 832 Catalog (Vendor to DSCP)

The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog. All food ordering sites will receive the 832 Catalog weekly. DSCP prepares and sends the catalog update information on Sunday night. DSCP customers will retrieve the new catalog on the following Monday morning. This 832 transaction set is referred to as the 832 Catalog (DSCP to Customers).

Once the vendor processes catalog updates, the vendor produces the cross reference details. This information is sent to DSCP via the 832 transaction set. This transaction set is referred to as the 832 Catalog (Vendor to DSCP) and is described below.

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
ST Transaction Set Header	ST01	"832"	
	ST02	n/a	
BCT Beginning Segment for Price/sales Catalog	BCT01	"PC" - price catalog	
	BCT02	contract-number	13 AN
DTM Date/Time Reference	DTM01	"152" - effective date of change	
	DTM02	update-date	Date
	DTM03	update-time (HHMMSS)	Time
LIN Item Identification	LIN01	line-number	4 UI
	LIN02	"SW" - stock number	
	LIN03	stock-number	13 AN
	LIN04	"VP" - vendor part	
	LIN05	part-number	25 AN

	LIN06	"ZZ" - mutually defined to indicate the type of change	
	LIN07	update-indicator	1 AN
	LIN08	"ZZ" - mutually defined to indicate economic indicator	
	LIN09	economic indicator	2 AN
PID Product/Item Description	PID01	"F" - free form	
	PID02	"GEN" - general	
	PID03	n/a	
	PID04	n/a	
	PID05	DSCP item-description	80 AN
P04 Item Physical Detail	PO401	units-per-purchase-pack	4 UI
	PO402	package-size	8 explicit decimal 2 "12345.78"
	PO403	package-unit-of-measure	2 AN
	PO404	packaging-code	5 AN
ITD Terms of Sale	ITD01	"16" - Prompt Payment Act	
	ITD02	n/a	
	ITD03	n/a	
	ITD04	n/a	
	ITD05	n/a	
	ITD06	n/a	
	ITD07	n/a	
	ITD08	n/a	
	ITD09	n/a	
	ITD10	n/a	
	ITD11	n/a	
	ITD12	Brand Name	40 AN

CTP Pricing Information	CTP01	n/a	
	CTP02	"STA" - standard price	
	CTP03	vendor-price	10 explicit decimal 2
	CTP04	n/a	
	CTP05	unit-of-measure	2 AN
	CTP06	"SEL" Price Multiplier Qualifier	3
	CTP07	ratio-numerator	4 UI
	CTP08	ratio-denominator	4 UI
CTT Transaction Totals	CTT01	total number of line items	4 UI
SE Transaction Set Trailer	SE01	number of included segments	
	SE02	transaction set control number	

ATTACHMENT 2**4.2 850 Purchase Order (Customer to Vendor)**

All food ordering sites will use the 850 Purchase Order. Once the order is approved and released from the STORES system, the user will send the 850 to the vendor. Orders may be sent any number of times during the day. Once an order is received by the vendor, the vendor will send the 997 Functional Acknowledgment back to the customer. This will confirm that the order was successfully received by the vendor.

Segment	Element	Value	Size
ST Transaction Set Header	ST01	"850"	
	ST02	n/a	
BEG Beginning Segment for Purchase Order	BEG01	"00" - original	
	BEG02	"NE" - new order	
	BEG03	purchase-order-number	14 AN
	BEG04	contract -order-number	4 AN
	BEG05	contract-order-date	date
	BEG06	contract-number	13 AN
DTM Date/Time Reference	DTM01	"002" delivery requested	
	DTM02	required-delivery-date	6 AN
N1 Name	N101	"ST" ship to	
	N102	n/a	
	N103	"10" - Department of Defense Activity Address Code (DoDAAC)	2 AN
	N104	ship-to-dodaac	6 AN
N2 Additional Name Information	N201	ship-to-facility name or number	35 AN

Segment	Element	Value	Size
N3 Address Information	N202	ship-to-building name or number	35 AN
	N301	ship-to-address-1	35 AN
	N302	ship-to-address-2	35 AN
N4 Geographic Location	N401	ship-to-city	25 AN
	N402	ship-to-state	2 AN
	N403	ship-to-zip	9 UI
PO1 Baseline Item	PO101	line-item-number	4 UI
	PO102	quantity	5 UI
	PO103	unit-of-measure	2 AN
	PO104	vendor-selling-price	10 explicit decimal 2 "1234567.90"
	PO105	n/a	
	PO106	"VP" - vendor part	
	PO107	vendor-part-number	25 AN
	PO108	"SW" - stock-number	15 AN
	PO109	stock-number	15 AN
	PO110	"ZZ" - mutually defined	
	PO111	FIC	3 AN
PID Production/Item Description	PID01	"F" - free form	
	PID02	n/a	
	PID03	n/a	
	PID04	n/a	
	PID05	DSCP item-description	80 AN
CTT Transaction Totals	CTT01	line-item-number	4 UI
	CTT02	total-purchase-order-dollar	12 explicit decimal 2

Segment	Element	Value	Size
	SE01	number of included segments	
	SE02	transaction set control number	

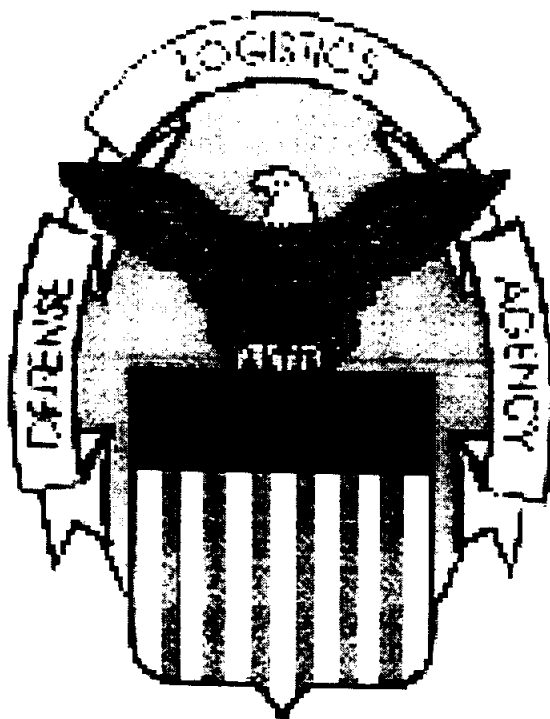
4.3 861 Receipt

The 861 Receipt uses the standard EDI transaction set for the 861 Receipt Advice. At each food ordering location, once the goods have been received, the user records the quantity received, approves and releases the receipts to DSCP. This information is formatted in the 861 transaction set. Each 850 Purchase Order will have a matching 861 Receipt. All 861 Receipts will be sent from the customer to DSCP to be forwarded to DSCP's DISMS system for vendor payment. In addition, the Prime Vendor may request to receive a copy of the 861 Receipt.

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
ST Transaction Set Header	ST01	"861"	3 ID
	ST02	n/a	
BRA Beginning Segment for Receiving Advice	BRA01	P.O. number	14 AN
	BRA02	date receipted (YYMMDD)	6 DT
	BRA03	"00"	2 ID
	BRA04	"1"	1 ID
REF Reference Numbers	REF01	"1I"=order num "CT"=contract num	2 ID
	REF02	either order num or contract num	1-30 AN
DTM Date and Time Reference	DTM01	"002"	3 ID
	DTM02	required delivery date (RDD) (YYMMDD)	6 DT
N1 Name	N101	"ST"	2 ID
	N102	ship-to DODAAC	1-35 AN
	N103	"10"	2 ID
	N104	supplemental DODAAC	2-17 AN

Segment	Element	Value	Size
RCD Receiving Conditions	RCD01	CLIN	1-11 AN
	RCD02	quantity received	1-9 R
	RCD03	"ZZ"	2 ID
	RCD04	STORES software version	1-9 R
	RCD05	"ZZ"	2 ID
	RCD06	quantity ordered	1-9 R
	RCD07	"ZZ"	2 ID
	RCD08	vendor price	1-9 R
LIN Item Identification	LIN01	CLIN	1-11 AN
	LIN02	"A4"	2 ID
	LIN03	DSCP stock number	1-30 AN
REF Reference Numbers - to identify Document Number, Signal and Fund Codes	REF01	"ZZ" = document number "T4" = signal code "FU" = fund code	2 ID
	REF02	either document number, signal code, or fund code	1-30 AN
	REF03	n/a	
CTT Transaction Totals	CTT01	number of line items	1-6 NO
	CTT02	total dollar value	1-10 R
SE Transaction Set Trailer	SE01	number of included segments	1-10 NO
	SE02	transaction set control number	4-9 AN

PART B



DEFENSE SUPPLY CENTER PHILADELPHIA

**810 Transaction Set
Version 3050 Electronic Invoice
REVISED
7/30/98**

PART B**810 INVOICE VERSION 3050 FUNCTION GROUP=IN**

This Draft Standard for Trial Use contains the format and establishes the data contents of the Invoice. Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. The transaction set can be used to provide for customary and established business and industry practice relative to the billing for goods and services provided.

Prime Vendor(s) NOTE: Certain data segments will require data transmitted as it appears on the Purchase Order. **Reference page 1A.**

TABLE 1

<u>POS NO</u>	<u>SEG ID</u>	<u>DESCRIPTION</u>	<u>REQ</u>
010	ST	Transaction Set Header	M
020	BIG	Beginning Segment for Invoice	M
<u>Loop I.D. - N1</u>			
070	N1	Name	O (M for DSCP)
110	REF	Reference Number	O (M for DSCP)
130	ITD	Terms of Sale	O
140	DTM	Date/Time Reference	O (M for DSCP)

TABLE 2**Loop I.D. - IT1**

010	IT1	Baseline Item Data (Invoice)	O (M for DSCP)
-----	-----	------------------------------	----------------

TABLE 3

010	TDS	Total Monetary Value Summary	M
<u>Loop I.D. - SAC</u>			
040	SAC	Service, Charge Information	O
<u>Loop I.D. - ISS</u>			
070	CTT	Transaction Totals	O (M for DSCP)
080	SE	Transaction Set Trailer	M

PART B**810 INVOICE VERSION 3050 FUNCTION GROUP=IN**

The following information applies to PRIME VENDORS only!!

Baseline Item Data (IT1):

1. Contract Line Item Number (CLIN): The very "**FIRST CLIN**" as it appears on the Purchase Order, "**MUST**" be transmitted in the IT101. Data is required in all IT1 segments.
 - a. If the "**FIRST CLIN**" was "**NOT**" delivered, the CLIN must still be transmitted in the IT101; and ZERO fill the quantity and price field(s).
 - b. This is Optional. *If* additional CLIN(s) on the same Purchase Order have not been delivered, data "**MAY**" be transmitted, but is not required.
2. Contract lines CLIN(s) must be transmitted in line sequence as shown on each Purchase Order.
3. Separate Transaction Headers (ST segments) are required for each Purchase Order invoiced.
4. Any "new" CLINS/line items, (substitutions & adds) must appear as the last line on the invoice. Adds "**MUST**" start with CLIN number 9999AA, 9999AB. As Call date's change, 9999AA maybe recycled. SEE EXAMPLES...
 - a) SP030098D1234 063A = CLIN # 9999AA
063A = CLIN # 9999AB
063A = CLIN # 9999AC
 - b) SP030098D1234 064T = CLIN # 9999AA
064T = CLIN # 9999AB
064T = CLIN # 9999AC

PART B

Revised as of July 30, 1998.

1A

SEG ID ST Transaction Set Header
POS NO 010
REQ DES Mandatory
MAX USE 1

PURPOSE Indicates the start of transaction set and to assign a control number

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
ST01	143	Transaction Set Identifier Code Code uniquely identifying a Transaction set. 810 X12.2 Invoice	M/Z	ID	3/3
ST02	329	Transaction Set Control Number Identifying control number that must be unique within the Transaction set functional group assigned by the originator For a transaction set	M	AN	4/9

NOTE:

The transaction set identifier (ST01) used by the translation routine of interchange partners to select the appropriate transaction set definition.
(e.g. 810 selects the invoice transaction set)

EXAMPLE**ST*810*000004110**

PART B

SEG ID BIG Beginning Segment for Invoice

POS No020

REQ DES Mandatory

MAX USE 1

PURPOSE Indicates the beginning of an invoice transaction set and to
Transmit identifying numbers and dates**DATA ELEMENT SUMMARY**

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
BIG01	373	Invoice Date (YYMMDD) * Date of the invoice		M/Z	DT 6/6
BIG02	76	Invoice Number Identifying number assigned by issuer	M	AN	1/8
BIG04	324	Contract Number (PIIN) SP030098D1234 0 = numeric zero		M	AN 13/13
BIG05	328	Release Number/Call (e.g. 063A)		M	AN 4/4
BIG07	640	Transaction Type Code DI= Debit Invoice	M	ID	2/2
BIG08	353	Transaction Set Purpose Code ZZ = Mutually Defined		M	ID 2/2

NOTE:

BIG04 - Do not transmit dashes or slashes

BIG08 - Applied to Invoices for "PRIME VENDORS ONLY"

** Non-Prime Vendors do not use BIG08

EXAMPLE

P.V. transmits BIG*980303*DSCP1111**SP030098D1234*063A**DI*ZZ

Non P.V. BIG*980303*DSCP1111**SP030098D1234*063A**DI

PART B

Loop Repeat 200

SEG ID N1 Loop ID
POS NO 070
REQ DES Optional (Mandatory for DSCP)
MAX USE 1

PURPOSE Identify a party by type of organization, name and code

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
N101	98	Entity Identifier Code ST = Ship To	M	ID	2/2
N102	93	Name (e.g. FT Sam Houston TX)	X	AN	1/35
N103	66	Identification Code Qualifier 10 = Dept of Defense Activity Address Code (DoDAAC)	X	ID	2/2
N104	67	Identification Code/DoDAAC (e.g. FT9068)	X	AN	6/6

EXAMPLE

N1*ST*FT SAM HOUSTON TX*10*FT9068

PART B

SEG ID REF Reference Number
POS NO 110
REQ DES Optional (Mandatory for DSCP)
MAX USE 12

PURPOSE Specify identifying numbers (DSCP-Purchase Order Number)

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
REF01	128	Reference I.D. Qualifier RQ = Purchase Requisition Number		M	ID 2/2
REF02	127	Reference I.D. / Purchase Order No. (e.g. FT906880631234)		X	AN 14/14

EXAMPLE

REF*RQ*FT906880631234

PART B

SEG ID ITD Terms of Sale
 POS NO 130
 REQ DES Optional ** See Note Below
 MAX USE >1

PURPOSE To specify terms of sale

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REG	TYPE	LENGTH
ITD01	336	Terms Type Code 16 = Prompt Payment Act		O	ID 2/2
ITD03	338	Terms Discount Percent Terms discount percentage, expressed as A percent, available to the purchaser if an Invoice is paid on or before the terms days due (e.g. 2% = 00.020)		O	R3 1/6
ITD04	370	Terms Discount Due Date (YYMMDD)		O	DT 6/6
ITD05	351	Terms Discount Days Due Number of days in the terms discount period By which payment is due if terms discount is earned (e.g. 15 = 015)		X	N 3/3

NOTE:

Use only "IF" Contract Terms are better than current Contract Terms and Conditions in DSCP Contracts

EXAMPLE

ITD*16**00.020*980310*015

Decimal uses one position in Length. Zero fill ITD03 and ITD05

PART B

SEG ID DTM Date/Time Reference
POS NO 140
REQ DES Optional (Mandatory for DSCP)
MAX USE 10

PURPOSE To specify pertinent dates and times

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
DTM01	374	Date/Time Qualifier 011 = Shipped	M	ID	3/3
DTM02	373	Date (YYMMDD)	X	DT 6/6	

EXAMPLE

DTM*011*980301

PART B**PRIME VENDORS ONLY!!!**

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
 POS NO 010
 REQ DES Optional (Mandatory for DSCP)**See Note Below
 MAX USE 1

PURPOSE Specify the basic and most frequently used line item data
 (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
IT101	350	Assigned Identification Contract Line Item Number (CLIN) **(e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)	X	N	1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Price-extended CLIN \$\$ Amt *decimal uses one position length (e.g. 25.50 = 0000025.50)	X	R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. NSN (e.g. 891500E210123)	X	AN	13/13
IT108	235	Product/Service I.D. Qualifier ZZ = Mutually Defined	X	ID	2/2
IT109	234	Product/Service I.D. PV = Prime Vendor	X	AN	2/2
NOTE: PRIME VENDORS ONLY::: Data required in all segments.					

EXAMPLE

IT1*0001 *10*CA**0000025.50**FS*891500E210123*ZZ*PV

Refer to page 1A "IF" CLIN was NOT shipped- (e.g. zero fill quantity and price field)

PART B***NON-PRIME VENDORS ONLY!!!***

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
 POS NO 010
 REQ DES Optional (Mandatory for DSCP) **See Note Below
 MAX USE 1

 PURPOSE Specify the basic and most frequently used line item data
 (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
IT101	350	Assigned Identification Contract Line Item Number (CLIN) (e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)		X N	1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Unit Price Amount *decimal uses one position length (e.g. 2.50 = 0000002.50)	X	R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. (e.g. 891500E210123)	X	AN	13/13
NOTE: NON PRIME VENDORS ONLY:::: Data required in all of the above segments.					
EXAMPLE					
IT1*0001 *10*CA*0000002.50*FS*891500E210123					

PART B

SEG ID TDS Total Monetary Value Summary
POS NO 010
REQ DES Mandatory
MAX USE 1

PURPOSE Specify the total dollar amount of the invoice

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
TDS01	610	Amount of Total Invoice (e.g. 123.45 = 0000012345)		M	N2 1/10

EXAMPLE

TDS*0000012345

PART B

Loop Repeat 25

SEG ID SAC Service, Promotion, Allowance, or Charge Information
POS NO 040
REQ DES Optional
MAX USE 1

PURPOSE To request or identify a service, promotion, allowance, or charge

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SAC01	248	Allowance or Charge Indicator C = Charge	M/Z	ID	1/1
SAC05	610	Total Amount of Service (e.g. 30.50 = 0000003050)	O/Z	N2	1/10

EXAMPLE

SAC*C****0000003050

PART B

SEG ID CTT Transaction Totals
POS NO 070
REQ DES Optional (Mandatory for DSCP)
MAX USE 1

PURPOSE To transmit a hash total for a specific element in
The transaction set

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
CTT01	354	Number of CLIN Line Items Invoiced	M	No	1/6

EXAMPLE

CTT*125

PART B

SEG ID SE Transaction Set Trailer
POS NO 080
REQ DES Mandatory
MAX USE 1

PURPOSE Indicates the end of the transaction set and provide the count of the Transmitted segments (including the beginning (ST) and ending (SE) segments)

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SE01	96	Number of Included Segments	M	N	1/10
SE02	329	Transaction Set Control Number	M	AN	4/9

EXAMPLE

SE*30*000004110

SITE VISIT - CHECK LIST

II. DISTRIBUTION SYSTEM/QUALITY ASSURANCE

B.Distribution & Resources

- ☐]Total Warehouse Capacity
- ☐]Dry_____Chill_____Freeze_____
- ☐]Open Warehouse Capacity
- ☐]Dry_____Chill_____Freeze_____
- ☐]Capability to ship/receive simultaneously
- ☐]YES____NO____Effect on Surge
- ☐]Temperature and/or humidity controls
 - Manual_____
 - Computer System_____
 - State of the Art_____
- ☐]Distribution equipment resources
 - Trucks, fork lifts etc.
 - Owned/Leased
- ☐]Additional equipment/resources required YES____NO____
- ☐]Lead time to acquire
- ☐]Delivery route and stop-off sequence
- ☐]Methodologies used to ensure on time delivery
- ☐]Procedures employed to ensure orders filled accurately and completely
- ☐]Warehouse Personnel
- ☐]Automated Pick system
- ☐]Incentive Program
- ☐]Audit Process

H.Quality Control and Assurance Procedures

- ☐] Quality Control and Assurance Procedures
- ☐]Inventory Control System
 - Do they have a way to control
- ☐]Level of Automation + -
- ☐]Reserve inventory and/or let down control procedures
 - Manual_____Computer_____
- ☐]Inventory rotation methods
 - FIFO LIFO etc.
- ☐]Monitoring procedures
- ☐]Identification and correction of discrepancies
 - At Customer Level
 - At Warehouse Level
 - Procedure that would correct
- ☐]Resolution of customer complaints
- ☐]Timeline/Reaction Time
- ☐]Key personnel responsible for ensuring quality procedures are monitored
 - Who/How_____Dedicated_____

I Inspection and Sanitation Procedures

- [] Inspection Procedures employed to guarantee movement of quality prod
 Receipt... Storage
- [] Dedicated QA....
- [] Out bound movement of quality products
- [] Inspection
 Frequency Type
- [] Amount of inspection 100% Random
- [] Product characteristics to be inspected
- [] Criteria for approving and rejecting products Authority Who
- [] Criteria for removal from inventory Authority
- [] Record for documenting inspection results YES _____ NO _____
- [] Incentive Program
- [] Inventory turnover rate for at least last year
- [] Dry _____ Frozen _____ Fresh _____
- [] Procedures to control shelf life/shelf life date
 Normal inventory
 Proprietary
- [] Manual (cycle counters) Computer system
- [] Method for identifying the inspection status of approved and rejected product
- [] Sanitary Control Procedures
 Description of in-house program
 Scheduling of Duties
 Inspection Certification
- [] Contract Services/Third Party Audits
 Frequency of Service
 Services Provided
 Monitoring procedures
- [] Stored Products Pest Management Program
 Description of in-house program
 Scheduling of Duties
 Inspection Certification
- [] Contract Services/Third Party Audits
 Frequency of Service
 Services Provided
 Monitoring procedures
- [] Recent Copies of Inspection Reports:

SOLICITATION NUMBER SP0300-00-R-D041
NEW ENGLAND STATES: NORTHEAST REGION

PV=Exclusive distributor or had an agreement to provide exclusive support for a certain commodity

Page 1 of 4

A. CORPORATE EXPERIENCE/PAST PERFORMANCE

CORPORATE INFORMATION		OPERATING COMPANY/ LOCAL BRANCH INFORMATION
Number of year's experience as a Prime Vendor/regular dealer		
Number of accounts serviced as a prime Vendor/regular dealer similar in complexity to the proposed contract		
The total number of customers/accounts currently serviced under a prime vendor/regular dealer arrangement		
The total number of delivery points currently Serviced under the prime vendor/regular dealer arrangement cited above.		
Prime Vendor/regular dealer sales dollar volume for the latest yearly reporting period for the above accounts.		
Total orders processed on a weekly basis, on average, for your largest account based on latest yearly reporting period.		

PLEASE PROVIDE THE APPROPRIATE INFORMATION BELOW FOR YOUR 5 HIGHEST DOLLAR VALUE CONTRACTS, FOR THE PAST 3 YEARS. If you have Government contracts that are not included with the five highest dollar value contracts, then use blocks 4 and 5 for your Government contracts regardless of their dollar value.

	Account 1	Account 2	Account 3	Account 4	Account 5
Customer Name Delivery Location City & State					
Customer's point of Contact and phone number					
Annual dollar value					
Fill rate/ Without substitutions*					
Fill rate/ With substitutions*					
Number of deliveries Per week					
Number of delivery Locations supported Per week					

*The fill rate shall be calculated as follows:

$$\frac{\text{Cases accepted}}{\text{Cases ordered}} \times 100 = \text{fill rate \%}$$

SOLICITATION NUMBER SP0300-00-R-D041
 NEW ENGLAND STATES: NORTHEAST REGION
 CORPORATE EXPERIENCE/PAST PERFORMANCE (continued)

Page 3 of 4

	Account 1	Account 2	Account 3	Account 4	Account 5
Average number of line items per location per week					
Length of time this account has been serviced					
Contracting Agency (if applicable)					
Contract Number					
Contracting Officer's Name and Phone Number					

PLEASE INDICATE THE AMOUNT OF SUPPLIES/SERVICES SUBCONTRACTED TO THE BELOW GROUPS, AS
 A PERCENTAGE OF THE TOTAL CONTRACT DOLLAR VALUE:

	Account 1	Account 2	Account 3	Account 4	Account 5
Small Business	%	%	%	%	%
Small Disadvantaged Business	%	%	%	%	%
Women Owned Business	%	%	%	%	%

MENTORING BUSINESS AGREEMENT (MBA'S)

	Agreement 1	Agreement 2	Agreement 3	Agreement 4	Agreement 5
Name of Company Mentored/P.O.C./ Telephone Number					
Areas of Developmental Assistance (Mgmt./Technical)					
Time Period of Agreement					

	A	B	C	D	E	F	G	H	I	J	K
1	ZONE (indicate zone # here)										
2	Base Year										
3											
4											
5											
6	Item	Description	Quantity	Unit of Issue	Dist. Price Category	Delivered Price	Distribution Price	Unit Price	Total	DIP/UP	DIP AGG
7	1	Fish Portions	6,869	LB	Frozen Fish	1.25	0.30	1.55	10,646.95	19.4%	2,060.70
8	2	Pork Spareibs	14,000	LB	Frozen Meats	1.50	0.25	1.75	24,500.00	14.3%	3,500.00
9	3										
10	"										
11	"										
12	"										
13	"										
14	"										
15	"										
16	50										
17							Overall Total		\$35,146.95	16.8%	\$5,560.70
18											
19											
20											
21											
							Overall Total for DIP/UP = Column Total / Total # of inputs				

